

July 29, 2013

Attn: Keith Olinger
U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street
San Francisco, CA 94105

Re: CERCLA 104(e) Request for Information to Angeles Chemical Co, Inc. and John G. Locke
Omega Superfund Site
Angeles Chemical Co., Inc. Facility, 8915 Sorenson Avenue, Santa Fe Springs, CA

APPENDIX OF RESPONSIVE DOCUMENTS

The following documents accompany both Angeles Chemical Co. (“Angeles”) and John G. Locke’s responses to the EPA’s 104(e) Request for Information.

The documents are labeled according to their respective question number. Note, in order to avoid duplication, some of the documents are responsive to questions posed to both Angeles and Mr. Locke. Additionally, some documents respond to multiple questions. Each document is labeled accordingly.

COMMERCIAL COVERAGE

POLICY AMENDMENT

GENERAL LIABILITY

Pollution Exclusion

GL 21 33 02 85

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE
STOREKEEPERS INSURANCE**

It is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants is replaced by the following:

(1) to **bodily injury or property damage** arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

(a) at or from premises owned, rented or occupied by the **named insured**;

(b) at or from any site or location used by or for the **named insured** or others for the handling, storage, disposal, processing or treatment of waste;

(c) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for the **named insured** or any person or organization for whom the **named insured** may be legally responsible; or

(d) at or from any site or location on which the **named insured** or any contractors or subcontractors working directly or indirectly on behalf of the **named insured** are performing operations:

(i) if the pollutants are brought on or to the site or location in connection with such operations; or

(ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.

(2) to any loss, cost or expense arising out of any governmental direction or request that the **named insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Signature of Insured

This Form must be attached to Change Endorsement when issued after the Policy is written.

STOCK NO. GL 21 33 02 85

Policy No. LA 2679396
01/01/79 - 01/01/82

missing: 140404, 14635, 160017,
101218, 5982, 200404
105161

GENERAL TO **COMBINATION AUTOMOBILE POLICY DECLARATIONS AND PROVISIONS**

POLICY
 NUMBER

LA-267 93 96

NAMED INSURED AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE)

ANGELES CHEMICAL CO., INC. &
 STALLMAN TANK LINES, INC.
 3000 SHERBORN AVE.
 SANTA FE SPRINGS, CA 90670

ITEM 2.

1/1/79

INCEPTION (MO., DAY, YR.)

2/1/62

EXPIRATION (MO., DAY, YR.)

ANGELES/360000
 STALLMAN

THE NAMED INSURED IS:

☐ INDIVIDUAL ☐ PARTNERSHIP ☒ CORPORATION ☐ JOINT VENTURE ☐ OTHER

BUSINESS OF THE NAMED INSURED IS: WHOLESALE SALES & DISTRIBUTION OF INDUSTRIAL SERVICES

ITEM 3.

THE INSURANCE AFFORDED UNDER THIS POLICY IS ONLY WITH RESPECT TO THE COVER-
 AGE PART(S) INDICATED BELOW AND FOR WHICH A PREMIUM CHARGE IS SPECIFIED.

COVERAGE PART(S)		ADVANCE PREMIUM(S)
FORM NUMBER	DESCRIPTION	
105040	COMPREHENSIVE GENERAL LIABILITY INSURANCE	20,077.
140434	BUSINESS AUTO POLICY	16,620.
140625	SUPPLEMENTARY STATE ENDORSEMENT	-

ADDITIONAL COVERAGE PARTS (IDENTIFY BY FORM NUMBER)

105163; 160017; 165214; 180042; 181218; 180044; 15982; 15985;

SUBJECT TO AUDIT, AUDIT PERIOD SHALL BE ANNUAL, UNLESS
 STATED:

TOTAL
 ADVANCE
 PREMIUM

IF PERIOD IS MORE THAN ONE
 PREMIUM IS TO BE PAID IN
 PREMIUM IS PAYABLE:

ON INCEPTION DATE

\$ 36,697.

FIRST ANNIVERSARY

TBD

SECOND ANNIVERSARY

TBD

THESE POLICY DECLARATIONS AND PROVISIONS, AND COVERAGE PART(S) AND ENDORSEMENTS
 IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.
 DATE OF ISSUE SUBSEQUENT POLICY NO.

COVERAGE PART — COMPREHENSIVE GENERAL LIABILITY INSURANCE

INSURED	POLICY NUMBER
PRODUCER	EFFECTIVE DATE

SCHEDULE

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL THE TERMS OF THIS POLICY HAVING REFERENCE THERETO.

COVERAGES	LIMITS OF LIABILITY
A. BODILY INJURY LIABILITY	\$,000 EACH OCCURRENCE
	\$,000 AGGREGATE
B. PROPERTY DAMAGE LIABILITY	\$,000 EACH OCCURRENCE
	\$,000 AGGREGATE

GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUM	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
PREMISES — OPERATIONS		(A) AREA (SQ. FT.) (B) FRONTAGE (C) REMUNERATION	(A) PER 100 SQ. FT. OF AREA (B) PER LINEAR FT. (C) PER \$100 OF REMUNERATION			
ESCALATORS (NUMBER AT PREMISES)		NUMBER INSURED	PER LANDING			
INDEPENDENT CONTRACTORS		COST	PER \$100 OF COST			
COMPLETED OPERATIONS		(A) RECEIPTS	(A) PER \$1,000 OF RECEIPTS			
PRODUCTS		(B) SALES	(B) PER \$1,000 OF SALES			

ENDORSEMENTS ATTACHED

TOTAL ADVANCE PREMIUM ► \$

ADDITIONAL DECLARATIONS

LOCATION OF ALL PREMISES OWNED BY, RENTED TO OR CONTROLLED BY THE NAMED INSURED (ENTER "SAME" IF LOCATION SAME AS ADDRESS IN ITEM 1 OF DECLARATIONS)

INTEREST OF NAMED INSURED IN SUCH PREMISES:

☐ OWNER ☐ TENANT ☐ GENERAL LESSEE
 PART OCCUPIED BY NAMED INSURED

The foregoing discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	<div style="text-align: center;"> Myron A. Bain PRESIDENT 10-X </div>
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COUNTERSIGNATURE OF AUTHORIZED AGENT

I. COVERAGE A—BODILY INJURY LIABILITY **COVERAGE B—PROPERTY DAMAGE LIABILITY**

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of:

Coverage A. bodily injury or
 Coverage B. property damage

to which this insurance applies, caused by an occurrence, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

(b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;

(c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;

(d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;

(e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any watercraft owned or operated by or rented or loaned to any insured, or

(2) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

(f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to (1) liability assumed by the insured under an incidental contract, or (2) expenses for first aid under the Supplementary Payments provision;

(h) to bodily injury or property damage for which the insured or his indemnitee may be held liable

(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or

(2) if not so engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or

(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

(j) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(k) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;

(l) to property damage to (1) property owned or occupied by or rented to the insured, (2) property used by the insured, or (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

(m) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

(n) to loss of use of tangible property which has not been physically injured or destroyed resulting from

(1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or

(2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

(o) to property damage to the named insured's products arising out of such products or any part of such products;

(p) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(q) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

(a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;

(b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law, (i) an employee of the named insured while operating any such equipment in the course of his employment, and (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization; provided that no person or organization shall be an insured under this paragraph (e) with respect to: (1) bodily injury to any fellow employee of such person injured in the course of his employment, or (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii). This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows:

Coverage A—The total liability of the Company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as "aggregate".

Coverage B—The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the schedule as "aggregate": (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below; (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures; (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B—For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

When used as a premium basis:

"admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

"cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

"receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;

"remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;

"sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

THE COMPANY DESIGNATED ON THE DECLARATION AGE
(Mailing Address: P.O. Box 3395, San Francisco, California 94119)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or

(c) operations for which the classification stated in the policy or in the Company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

SUPPLEMENTARY PAYMENTS

The Company will pay, in addition to the applicable limit of liability:

(a) all expenses incurred by the Company, all costs taxed against the insured in any suit defended by the Company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident

or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds;

(c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;

(d) reasonable expenses incurred by the insured at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

Form

5900 1-73
(Rev. 7-80)

CONDITIONS

1. Premium: All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the Company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the policy period and at such times during the policy period as the Company may direct.

2. Inspection and Audit: The Company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The Company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. Financial Responsibility Laws: When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. Insured's Duties in the Event of Occurrence, Claim or Suit:

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

(c) The insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings

and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. Action Against Company: No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations hereunder.

6. Other Insurance: The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. Subrogation: In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

8. **Changes:** Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

9. **Assignment:** Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

10. **Three Year Policy:** If this policy is issued for a period of three years any limit of the Company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. **Cancellation:** This policy may be cancelled by the named insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary, but the same shall not be binding upon the Company unless countersigned by an authorized agent of the Company.

Jim Benedict
SECRETARY

Myron New Bain
PRESIDENT

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies the provisions of the policy relating to ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

It is agreed that:

I. This policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereof.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (a) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and, (b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

EXCLUSION

(Explosion Hazard, Collapse Hazard, Underground Property Damage Hazard) (G330)

It is agreed that the policy does not apply to **property damage** included within:

- (1) the **explosion hazard** in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which includes the symbol "x";
- (2) the **collapse hazard** in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which includes the symbol "c";
- (3) the **underground property damage hazard** in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which includes the symbol "u".

ADDITIONAL DEFINITIONS When used in reference to this insurance:

"**explosion hazard**" includes **property damage** arising out of blasting or explosion. The **explosion hazard** does not include **property damage** (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;

"**collapse hazard**" includes "structural property damage" as defined herein and **property damage** to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The **collapse hazard** does not include **property damage** (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

"**underground property damage hazard**" includes underground property damage as defined herein and **property damage** to any other property at any time resulting therefrom. "Underground property damage" means **property damage** to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The **underground property damage hazard** does not include **property damage** (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

It is further agreed that:

- (1) Symbol "x" is deleted from classification code number(s):
- (2) Symbol "c" is deleted from classification code number(s):
- (3) Symbol "u" is deleted from classification code number(s):

SCHEDULE

19202sx	Ammunition or Explosives Mfg.—including cartridge charging or loading, cap, primer or detonator mfg.	73912xcu	Contractors' Equipment—cranes, derricks, power shovels, and equipment incidental thereto—rented to others with operators—including installation, repair or removal.
50221sx	Anhydrous Ammonia Distributing.		
29111x	Asphalt or Tar Distilling or Refining.	17861cu	Contractors' Equipment—earth moving equipment other than cranes, derricks and power shovels—rented to others with operators—including installation, repair or removal.
17885sxc	Building or Structure Raising, Moving or Underpinning—including incidental shoring, removal or rebuilding of walls, foundations, columns or piers.	73916xu	Contractors' Equipment—steam boilers, compressors, air pressure tanks, pneumatic tools, and equipment incidental thereto—rented to others with operators—including installation, repair or removal.
17805xcu	Caisson Work—foundations for buildings—including pile driving, excavation, masonry or concrete work up to completion of substructure only.	73911u	Contractors' Equipment (excluding automobiles)—rented to others with operators—including installation, repair or removal.
16235xcu	Caisson Work—not foundations for buildings—including pile driving, excavation, masonry or concrete work up to completion of substructure only.	20405x	Corn Products Mfg.
29902x	Charcoal Mfg.—including distillation.	20901x	Cottonseed Oil Mfg.—solvent extraction process.
28106x	Chemical Mfg.	16232xcu	Dam or Reservoir Construction.
28705x	Chemicals Mfg.—Agricultural.	20406x	Dextrine Mfg.
14001x	Clay or Shale Digging—no canal, sewer or cellar excavation or underground mining.	49115xcu	Electric Light or Power Companies—including outside salesmen, collectors and meter readers—including completed operations except with respect to the installation, servicing or repair of appliances.
16235xcu	Coffer-Dam Work—including pile driving, excavation, masonry or concrete work up to completion of substructure only.		
16285xcu	Conduit Construction—for cables or wires.		

(Continued on Reverse Side)

POLICY NUMBER	INSURED	EFFECTIVE
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY		PRODUCER
Myron R. Bain PRESIDENT		COUNTERSIGNATURE OF AUTHORIZED AGENT

105214-4-77

3328930772

3328930773

(Continued from Obverse Side)

49116sxc	Electric Light or Power Cooperatives—Rural Electrification Administration Projects only—including outside salesmen, collectors and meter readers—including completed operations except with respect to the installation, servicing or repair of appliances.	46100sxz	Pipe Lines—oil-operation, including maintenance.
16242xc	Electric Light or Power Line Construction—Rural Electrification Administration Projects only.	30792x	Plastic Materials and non-vulcanizable elastomers Mfg.
16245xcu	Electric Light or Power Line Construction.	17185u	Plumbing—gas, steam, hot water or other pipe fitting—including house connections, shop and retail stores or display rooms.
15111xcu	Excavation.	28515x	Putty, Caulking Compounds or Allied Products Mfg.
19202sx	Explosives or Ammunition Mfg.—including cartridge charging or loading, cap, primer or detonator mfg.	30793x	Pryoxilin Plastic Goods Mfg.
20403x	Feed Mfg.—preparation of cereal or compound feeds for livestock.	14001x	Quarries—including the operation of crushers.
49221sxcu	Gas Companies—natural gas—local distribution—including outside salesmen, collectors and meter readers—including completed operations except with respect to the installation, servicing or repair of appliances.	16215x	Railroad Construction—including laying, relaying or removal of tracks or maintenance of way by contractors.
59810x	Gas Dealers.	28218x	Resins Mfg.—synthetic.
59851sx	Gas Dealers—liquefied petroleum gas.	28220x	Rubber Mfg.—vulcanizable elastomers.
49252sxcu	Gas Distributing—liquefied petroleum gas—local distribution by gas mains or piping from central tanks to ultimate consumers—including meter readers—including completed operations except with respect to the installation, servicing or repair of appliances.	17885sxc	Salvage Operations—including incidental wrecking, shoring or other structural work, the handling of machinery in damaged buildings, and salesmen or clerical at site of wrecking.
16225xcu	Gas Mains or Connections Construction—including tunneling at street crossings.	14001x	Sand or Gravel Digging—no canal, sewer, cellar excavation or underground mining.
28103x	Gas Mfg.—industrial.	17181u	Septic Tank Systems installation, maintenance or repair including house connections, shop and retail stores or display rooms.
28102x	Gas Mfg.—oxygen, hydrogen or acetylene.	16225xcu	Sewer Mains or Connections Construction—including tunneling at street crossings.
49251sxcu	Gas Works—including outside salesmen, collectors, and meter readers—including completed operations except with respect to the installation, servicing or repair of appliances.	16235xcu	Shaft Sinking—including pile driving, excavation, concrete work or lining.
50851x	Gasoline or Oil Dealers.	32811x	Shale Splitting or Mfg. of Roofing Slate.
13210dexz	Gasoline Recovery—from casing head or natural gas.	20402x	Starch Mfg.
13831x	Geophysical Exploration—seismic method—all employees, including completed operations.	49610xcu	Steam Heating or Power companies—not electric—including outside salesmen, collectors and meter readers—including completed operations except with respect to the installation, servicing, or repair of appliances.
07313xcu	Grading of Land.	16225xcu	Steam Mains or Connections Construction—including tunneling at street crossings.
42211x	Grain Elevator Operation—including local managers.	32905x	Stone Crushing.
20402x	Grain Milling.	16112xcu	Street or Road Construction or Maintenance—State, County, City or Other Governmental Units.
16205xcu	Iron or Steel Erection—subway construction.	16115xcu	Street or Road Construction or Reconstruction—clearing or right-of-way, excavation, filling or grading, bridge or culvert building.
16255xu	Irrigation or Drainage System Construction—including pile driving or dredging.	16125xcu	Street or Road Paving or Repaving, Surfacing or Resurfacing or Scraping.
07311xcu	Landscape Gardening—including completed operations.	16205xcu	Subway Construction.
32703x	Lime Mfg.—including quarrying.	17802xcu	Swimming Pools—below ground—installation, servicing and repair—including completed operations.
33411x	Magnesium Metal Mfg.	48110u	Telephone or Telegraph Companies—including outside salesmen, collectors, messengers and clerical—including completed operations.
14001x	Mining—surface.	16245xcu	Telephone, Telegraph or Fire Alarm Line Construction.
12002x	Mining.	16235xcu	Tunneling—including lining.
13851dexz	Oil or Gas Well Shooting.	17885sxc	Underpinning Buildings or Structures—including incidental shoring, removal or rebuilding of walls, foundations, columns or piers.
50851x	Oil or Gasoline Dealers.	16225xcu	Water Mains or Connections Construction—including tunneling at street crossings.
13122dexz	Oil Lease Operators or Gas Lease Operators—natural gas—including completed operations.	49411xcu	Waterworks—including outside salesmen, collectors and meter readers—including completed operations except with respect to the installation, servicing or repair of appliances.
13121dexz	Oil Lease Operators or Gas Lease Operators—natural gas—within the limits of any town or city, on the right-of-way of any railroad, or in any ocean, gulf or bay—including completed operations.	17785x	Welding or Cutting.
20901x	Oil Mfg.—vegetables—by solvent extraction process.		WRECKING
29112x	Oil Refining—petroleum.	17811xc	Dismantling of pre-fabricated dwellings not exceeding three stories in height for re-erection—including completed operations.
28102x	Oxygen or Hydrogen Mfg.—electrolytic process.	17822sxc	Wrecking Buildings or Structures—not marine—including salesmen or clerical at site of wrecking—including completed operations.
28512x	Paint, Varnish, Shellac or Lacquer Mfg.		
17805xcu	Pile Driving—building foundations only.		
16294cu	Pile Driving—including timber wharf building.		
16296cu	Pile Driving—sonic method.		
16365xcu	Pipe Line Construction—including pile driving or dredging.		
49222sx	Pipe Lines—gas-operation, including maintenance.		

3358790454

SPECIFIED INTEREST ENDORSEMENT	
INSURED	POLICY NUMBER
PRODUCER	EFFECTIVE DATE

Specimen Form

I agree that this policy shall not be cancelled nor the coverage thereof reduced

until _____ days

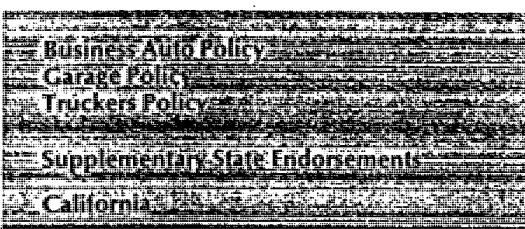
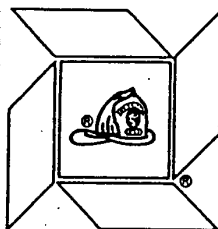
notice of such cancellation or reduction in coverage shall have been sent in writing to:

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	<i>Myron du Boin</i> PRESIDENT 10-X	COUNTERSIGNATURE OF AUTHORIZED AGENT
--	--	--------------------------------------

180042-8-68

COPY

3342971953



DECLARATIONS

NAMED INSURED:

POLICY
NUMBER

ONLY THOSE ENDORSEMENTS APPLY FOR WHICH AN "X" IS ENTERED IN THE APPLICABLE BOX.

BUSINESS AUTO POLICY	GARAGE POLICY	TRUCKERS POLICY	
<input type="checkbox"/>		<input type="checkbox"/>	1. AMENDMENT OF PART IV—LIABILITY INSURANCE—CALIFORNIA (BUSINESS AUTO POLICY AND TRUCKERS POLICY)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. CHANGES IN UNINSURED MOTORISTS INSURANCE (CA 21 02 01 78)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. CHANGES IN POLICY—CANCELLATION (PA 02 04 01 78)
	<input type="checkbox"/>		4. AMENDMENT OF PART IV—LIABILITY INSURANCE—CALIFORNIA (GARAGE POLICY)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. CALIFORNIA PUBLIC SCHOOLS AND COMMUNITY COLLEGE ENDORSEMENT

Fran

Policy No. LA 3100753
01/01/82 - 01/01/85

missing:
140615
5982
190042
101474
100904
CA 2102

UNO. GROUP C	BRANCH WLH	PRODUCER CODE 04 603 630	PRODUCER HM & ASSOCIATES, INC.	COMM.	PREVIOUS POLICY NO. LA 267 93 96
ADJ. FREQ. 1	GENERAL LIABILITY		COMMIT. AUTOMOBILE LIABILITY	AUTO. PHY. DAM.	

DECLARATIONS

AUTO LIAB.

LIABILITY/AUTOMOBILE POLICY

POLICY NUMBER 2-49 **LA-310 07 53**

"SUBJECT TO AUDIT"

ITEM 1.

INSURED'S NAME AND MAILING ADDRESS

ANGELES CHEMICAL CO., INC. &
STALLION TANK LINES, INC.
8915 SORENSON AVE
SANTA FE SPRINGS, CA 90670

FIREMAN'S FUND INSURANCE COMPANIES
COVERAGE IS PROVIDED IN THE FOLLOWING
COMPANY, A STOCK COMPANY:



01

FIREMAN'S FUND INSURANCE COMPANY

ITEM 2.

POLICY PERIOD: FROM 1/1/82 TO 1/1/85
(12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE
NAMED INSURED AS STATED HEREIN)

THE NAMED INSURED IS:

☐ INDIVIDUAL ☐ PARTNERSHIP ☒ CORPORATION ☐ JOINT VENTURE ☐ OTHER

BUSINESS OF THE NAMED INSURED IS: WHOLESALE SALES & DISTRIBUTION OF INDUSTRIAL SERVICES Chemicals

ITEM 3. THE INSURANCE AFFORDED UNDER THIS POLICY IS ONLY WITH RESPECT TO THE COVERAGE PART(S) INDICATED BELOW AND FOR WHICH A PREMIUM CHARGE IS SPECIFIED.

COVERAGE PART(S)		ADVANCE PREMIUM(S)
FORM NUMBER	DESCRIPTION	
105040(1/73) 140404(1/80) 140615(10/81)	COMPREHENSIVE GENERAL LIABILITY INSURANCE BUSINESS AUTO POLICY SUPPLEMENTARY STATE ENDORSEMENT	\$ 43,234. INCL.

ENDORSEMENTS (IDENTIFY BY FORM NUMBER)

PER ENDORSEMENT #1 ATTACHED

IF POLICY IS SUBJECT TO AUDIT, AUDIT PERIOD SHALL BE ANNUAL, UNLESS OTHERWISE STATED:

TOTAL
ADVANCE
PREMIUM \$

IF POLICY PERIOD IS MORE THAN ONE
YEAR AND PREMIUM IS TO BE PAID IN
INSTALLMENTS, PREMIUM IS PAYABLE:

ON INCEPTION DATE

\$ 43,234.

FIRST ANNIVERSARY

\$ TO BE DETERMINED

SECOND ANNIVERSARY

\$ TO BE DETERMINED

DATE OF ISSUE 1/29/82 AVP	COUNTERSIGNATURE OF AUTHORIZED AGENT
------------------------------	--------------------------------------

LA-310 07 53

COVERAGE P.

COMPREHENSIVE GENERAL LIABILITY

INSURANCE

SCHEDULE

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL THE TERMS OF THIS POLICY HAVING REFERENCE THERETO.

COVERAGES		LIMITS OF LIABILITY			
A. BODILY INJURY LIABILITY		\$ PER	.000 EACH OCCURRENCE		
		\$ CSL	.000 AGGREGATE		
B. PROPERTY DAMAGE LIABILITY		\$ ENDT.	.000 EACH OCCURRENCE		
		\$.000 AGGREGATE		

GENERAL LIABILITY HAZARDS						
DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUM	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
PREMISES — OPERATIONS		(A) AREA (SQ. FT.) (B) FRONTAGE (C) REMUNERATION	(A) PER 100 SQ. FT. OF AREA (B) PER LINEAR FT. (C) PER \$100 OF REMUNERATION			
COMPOSITE RATE	324-70050					INCLUDED IN COMPOSITE RATE
ESCALATORS (NUMBER AT PREMISES)		NUMBER INSURED	PER LANDING			
INDEPENDENT CONTRACTORS		COST	PER \$100 OF COST			
COMPLETED OPERATIONS		(A) RECEIPTS	(A) PER \$1,000 OF RECEIPTS			
INCLUDED IN PREMISES OPERATION HAZARD						INCLUDED IN COMPOSITE RATE
PRODUCTS		(B) SALES	(B) PER \$1,000 OF SALES			
ENDORSEMENTS ATTACHED						
			INCLUDED IN COMPOSITE RATE			
			TOTAL ADVANCE PREMIUM ▶			\$ ENDT.
ADDITIONAL DECLARATIONS						
LOCATION OF ALL PREMISES OWNED BY, RENTED TO OR CONTROLLED BY THE NAMED INSURED (ENTER "SAME" IF LOCATION SAME AS ADDRESS IN ITEM 1 OF DECLARATIONS)			INTEREST OF NAMED INSURED IN SUCH PREMISES: <input type="checkbox"/> OWNER <input type="checkbox"/> TENANT <input type="checkbox"/> GENERAL LESSEE PART OCCUPIED BY NAMED INSURED			

The foregoing discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

POLICY NUMBER	INSURED	EFFECTIVE
2-49 LA 310 07 53		
ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	PRODUCER	
<i>Myron Du Bain</i> PRESIDENT	COUNTERSIGNATURE OF AUTHORIZED AGENT	

COVERAGE PART — COMPREHENSIVE GENERAL LIABILITY INSURANCE

SCHEDULE

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL THE TERMS OF THIS POLICY HAVING REFERENCE THERETO.

COVERAGES	LIMITS OF LIABILITY			
A. BODILY INJURY LIABILITY	\$	1,000	000 EACH OCCURRENCE	
	\$	1,000	000 AGGREGATE	
B. PROPERTY DAMAGE LIABILITY	\$	1,000	000 EACH OCCURRENCE	
	\$	1,000	000 AGGREGATE	

GENERAL LIABILITY HAZARDS						
DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUM	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
PREMISES — OPERATIONS		(A) AREA (SQ. FT.) (B) FRONTAGE (C) REMUNERATION	(A) PER 100 SQ. FT. OF AREA (B) PER LINEAR FT. (C) PER \$100 OF REMUNERATION			
ESCALATORS (NUMBER AT PREMISES)		NUMBER INSURED	PER LANDING			
INDEPENDENT CONTRACTORS		COST	PER \$100 OF COST			
COMPLETED OPERATIONS		(A) RECEIPTS	(A) PER \$1,000 OF RECEIPTS			
PRODUCTS		(B) SALES	(B) PER \$1,000 OF SALES			
ENDORSEMENTS ATTACHED						
TOTAL ADVANCE PREMIUM ▶ \$						

ADDITIONAL DECLARATIONS	
LOCATION OF ALL PREMISES OWNED BY, RENTED TO OR CONTROLLED BY THE NAMED INSURED (ENTER "SAME" IF LOCATION SAME AS ADDRESS IN ITEM 1 OF DECLARATIONS)	INTEREST OF NAMED INSURED IN SUCH PREMISES: <input type="checkbox"/> OWNER <input type="checkbox"/> TENANT <input type="checkbox"/> GENERAL LESSEE PART OCCUPIED BY NAMED INSURED

The foregoing discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

POLICY NUMBER	INSURED	EFFECTIVE

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY <i>Myron Du Bann</i> PRESIDENT	PRODUCER COUNTERSIGNATURE OF AUTHORIZED AGENT
--	--

I. COVERAGE A—BODILY INJURY LIABILITY **COVERAGE B—PROPERTY DAMAGE LIABILITY**

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of Coverage A. bodily injury or Coverage B. property damage.

to which this insurance applies, caused by an occurrence, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to liability assumed by the insured under any contract or agreement except an incidental contract but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

(b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;

(c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;

(d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;

(e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any watercraft owned or operated by or rented or loaned to any insured, or

(2) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

(f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to (1) liability assumed by the insured under an incidental contract, or (2) expenses for first aid under the Supplementary Payments provision;

(h) to bodily injury or property damage for which the insured or his indemnitee may be held liable

(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or

(2) if not so engaged, as an owner or lessor of premises used for such purposes.

If such liability is imposed

(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or

(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

(j) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(k) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;

(l) to property damage to (1) property owned or occupied by or rented to the insured, (2) property used by the insured, or (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

(m) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

(n) to loss of use of tangible property which has not been physically injured or destroyed resulting from

(1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or

(2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

(o) to property damage to the named insured's products arising out of such products or any part of such products;

(p) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(q) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

(a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;

(b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of any motor vehicle registered under any motor vehicle registration law; (i) an employee of the named insured while operating any such equipment in the course of his employment, and (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization; provided that no person or organization shall be an insured under this paragraph (e) with respect to: (1) bodily injury to any fellow employee of such person injured in the course of his employment, or (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii). This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows:

Coverage A—The total liability of the Company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as "aggregate".

Coverage B—The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the schedule as "aggregate": (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below; (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures; (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B—For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

When used as a premium basis:

"admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

"cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

"receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;

"remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;

"sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

THE COMPANY DESIGNATED ON THE DECLARATION AGE
(Mailing Address: P.O. Box 3395, San Francisco, California 94119)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the Company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

SUPPLEMENTARY PAYMENTS

The Company will pay, in addition to the applicable limit of liability:

(a) all expenses incurred by the Company, all costs taxed against the insured in any suit defended by the Company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident

or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds;

(c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;

(d) reasonable expenses incurred by the insured at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

Form

5900 1-73
(Rev. 7-80)

CONDITIONS

1. Premium: All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the Company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the policy period and at such times during the policy period as the Company may direct.

2. Inspection and Audit: The Company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The Company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. Financial Responsibility Laws: When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. Insured's Duties in the Event of Occurrence, Claim or Suit:

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

(c) The insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings

and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. Action Against Company: No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations hereunder.

6. Other Insurance: The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. Subrogation: In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

8. **Changes:** Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

9. **Assignment:** Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

10. **Three Year Policy:** If this policy is issued for a period of three years any limit of the Company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. **Cancellation:** This policy may be cancelled by the named insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary, but the same shall not be binding upon the Company unless countersigned by an authorized agent of the Company.

thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the Company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. **Declarations:** By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

Jim Benedict
SECRETARY

Myron Du Bain
PRESIDENT

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies the provisions of the policy relating to ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

It is agreed that:

I. This policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (a) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

FORMS APPLICABLE

INSURED	POLICY NUMBER 2-49 LA 330 07 53
PRODUCER	EFFECTIVE DATE

ENDORSEMENTS

5982(1/80) *Per*

9985CA(10/83)

105160(5/73) *CS L*

105161(10/76) *Multi Cover*

180042(4/68)(2) - *Spec. Interest End*

180017(4/74) *3 yr End*

180001(1/65)(2) *Comp Rate*

105229(6/80) *CL*

101474(2/81) *Gold End*

DET. 01

<p>ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY</p>	<p><i>Myron A. Bain</i> PRESIDENT 10-X</p>	<p>COUNTERSIGNATURE OF AUTHORIZED AGENT</p>
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180001-1-65



Business Auto Policy

COVERAGE IS PROVIDED IN THE COMPANY DESIGNATED ON THE DECLARATIONS PAGE (A Stock Company)

This is a self contained Policy forming a part of the Declarations attached hereto. The premium is included in the Declarations of this Policy.

In return for the payment of the premium and subject to all the terms of this policy and the coverages and endorsements which are a part of this policy by designation in the Declarations, we agree with you as follows:

PART I—WORDS AND PHRASES WITH SPECIAL MEANING—READ THEM CAREFULLY

The following words and phrases have special meaning throughout this policy and appear, other than in the Declarations, in boldface type when used.

A. "You" and "your" mean the person or organization shown as the named insured in ITEM ONE of the Declarations.

B. "We", "us" and "our" mean the company providing the insurance.

C. "Accident" includes continuous or repeated exposure to the same conditions resulting in bodily injury or property damage the insured neither expected nor intended.

D. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads but does not include mobile equipment.

E. "Bodily injury" means bodily injury, sickness or disease including death resulting from any of these.

F. "Insured" means any person or organization qualifying as an insured in the WHO IS INSURED section of the applicable insurance. Except with respect to our limit of liability, the insurance afforded applies separately to each insured who is seeking coverage or against whom a claim is made or suit is brought.

G. "Loss" means direct and accidental damage or loss.

H. "Mobile equipment" means any of the following type of land vehicles:

1. Specialized equipment such as: Bulldozers; Power shovels; Rollers, graders or scrapers; Farm machinery; Cranes; Street sweepers or other cleaners; Diggers; Forklifts; Pumps; Generators; Air Compressors; Drills; Other similar equipment.

2. Vehicles designed for use principally off public roads.

3. Vehicles maintained solely to provide mobility for such specialized equipment when permanently attached.

4. Vehicles not required to be licensed.

5. Autos maintained for use solely on your premises or that part of roads or other accesses that adjoin your premises.

I. "Property damage" means damage to or loss of use of tangible property.

J. "Trailer" includes semitrailer.

K. "Description of Covered Auto Designation Symbols" when shown in Item Two of the Declarations means:

SYMBOL	DESCRIPTION
1	= ANY AUTO.
2	= OWNED AUTOS ONLY.* Only those autos you own (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos whose ownership you acquire after the policy begins.
3	= OWNED PRIVATE PASSENGER AUTOS ONLY.* Only the private passenger autos you own. This includes those private passenger autos whose ownership you acquire after the policy begins.
4	= OWNED AUTOS OTHER THAN PRIVATE PASSENGER AUTOS.* Only those autos you own which are not of the private passenger type (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos, not of the private passenger type, whose ownership you acquire after the policy begins.
5	= OWNED AUTOS SUBJECT TO NO-FAULT.* Only those autos you own which are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos whose ownership you acquire after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.

(Continued on Reverse Side)

(Continued from Obverse Side)

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
6	= OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW.* Only those autos you own which, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject uninsured motorists insurance. This includes those autos whose ownership you acquire after the policy begins provided they are subject to the same state uninsured motorists requirement.		include any auto you lease, hire, rent, or borrow from any of your employees or members of their households.
7	= SPECIFICALLY DESCRIBED AUTOS. Only those autos described in ITEM FOUR (and for liability coverage any trailers you don't own while attached to any power unit described in ITEM FOUR).	9	= NONOWNED AUTOS ONLY. Only those autos you do not own, lease, hire or borrow which are used in connection with your business. This includes autos owned by your employees or members of their households but only while used in your business or your personal affairs.
8	= HIRED AUTOS ONLY. Only those autos you lease, hire, rent or borrow. This does not	10	= Any other AUTOS. Only those specifically described in the covered auto description in ITEM TWO of the Declarations.

*Owned Autos include an auto leased to you under a leasing agreement of one year or more, including any substitute or replacement, for which the leasing agreement requires you to provide primary insurance for the lessor.

PART II—WHICH AUTOS ARE COVERED AUTOS

A. ITEM TWO in the Declarations shows the symbols of the autos that are covered autos for each of your coverages. The numerical symbols explained in PART I.K. describe which autos are covered autos. The symbols entered next to a coverage designate the only autos that are covered autos.

B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS.

1. If symbols "1", "2", "3", "4", "5" or "6" are entered next to a coverage in ITEM TWO, then you already have coverage for autos of the type described until the policy ends.

2. But, if symbol "7" is entered next to a coverage in ITEM TWO, an auto you acquire will be a covered auto for that coverage only if:

a. We already insure all autos that you own for that coverage or it replaces an auto you previously owned that had that coverage; and

b. You tell us within 30 days after you acquire it that you want us to insure it for that coverage.

C. CERTAIN TRAILERS AND MOBILE EQUIPMENT.

If the policy provides liability insurance, the following types of vehicles are covered autos for liability insurance:

1. Trailers with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.

2. Mobile equipment while being carried or towed by a covered auto.

PART III—WHERE AND WHEN THIS POLICY COVERS

We cover accidents or losses which occur during the policy period:

A. In the United States of America, its territories or possessions, Puerto Rico or Canada; or

B. While the covered auto is being transported between any of these places.

PART IV—LIABILITY INSURANCE

A. WE WILL PAY.

1. We will pay all sums the insured legally must pay as damages because of bodily injury or property damage to which this insurance applies, caused by an accident and resulting from the ownership, maintenance or use of a covered auto.

2. We have the right and duty to defend any suit asking for these damages. However, we have no duty to defend suits for bodily injury or property damage not covered by this policy. We may investigate and settle any claim or suit as we consider appropriate. Our payment of the LIABILITY INSURANCE limit ends our duty to defend or settle.

B. WE WILL ALSO PAY.

In addition to our limit of liability, we will pay for the insured:

1. Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an accident we cover. We do not have to furnish these bonds.

2. Premiums on appeal bonds in any suit we defend.

3. Premiums on bonds to release attachments in a suit we defend but only for bonds up to our limit of liability.

4. All costs taxed to the insured in a suit we defend.

5. All interest accruing after the entry of the judgment in a suit we defend. Our duty to pay interest ends when we pay or tender our limit of liability.
6. Up to \$50 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.
7. Other reasonable expenses incurred at our request.

C. WE WILL NOT COVER—EXCLUSIONS.

This insurance does not apply to:

1. Liability assumed under any contract or agreement.
2. Any obligation for which the insured or his or her insurer may be held liable under any workers' compensation or disability benefits law or under any similar law.
3. Any obligation of the insured to indemnify another for damages resulting from bodily injury to the insured's employee.
4. Bodily injury to any fellow employee of the insured arising out of and in the course of his or her employment.
5. Bodily injury to any employee of the insured arising out of and in the course of his or her employment by the insured. However, this exclusion does not apply to bodily injury to domestic employees not entitled to workers' compensation benefits.
6. Property damage to property owned or transported by the insured or in the insured's care, custody or control.
7. Bodily injury or property damage resulting from the handling of property:
 - a. Before it is moved from the place where it is accepted by the insured for movement into or onto the covered auto, or
 - b. After it is moved from the covered auto to the place where it is finally delivered by the insured.
8. Bodily injury or property damage resulting from the movement of property by a mechanical device (other than a hand truck) not attached to the covered auto.
9. Bodily injury or property damage caused by the dumping, discharge or escape of irritants, pollutants or contaminants. This exclusion does not apply if the discharge is sudden and accidental.

D. WHO IS INSURED.

1. You are an insured for any covered auto.
2. While any covered auto is rented or leased to you and is being used by or for you, its owner or anyone else from whom you rent or lease it is an insured but only for that covered auto. However, that covered auto's owner or anyone else from whom it is rented or leased is not an insured for liability resulting from defects or faulty workmanship.
3. Anyone else is an insured while using with your permission a covered auto you own, hire or borrow except:
 - a. The owner of a covered auto you hire or borrow

from one of your employees or a member of his or her household.

b. Someone using a covered auto while he or she is working in a business of selling, servicing, repairing or parking autos unless that business is yours.

c. Anyone other than your employees, a lessee or borrower or any of their employees, while moving property to or from a covered auto.

4. Anyone is an insured for his or her liability because of acts or omissions of an insured described above. However, the owner of or anyone else from whom you hire or borrow a covered auto is an insured only if that auto is a trailer connected to a covered auto you own.

E. OUR LIMIT OF LIABILITY.

Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, our limit of liability is as shown in the Declarations and as defined below:

1. Combined bodily injury liability and property damage liability.

The most we will pay for all damages resulting from any one accident is the LIABILITY INSURANCE limit shown in the Declarations.

2. Separate limits of liability for bodily injury liability and property damage liability.

The most we will pay for all damages resulting from bodily injury to any one person caused by any one accident is the limit of Bodily Injury Liability shown in the Declarations for "each person".

Subject to the limit for "each person", the most we will pay for all damages resulting from bodily injury caused by any one accident is the limit of Bodily Injury Liability shown in the Declarations for "each accident".

The most we will pay for all damages resulting from property damage caused by any one accident is the limit of Property Damage Liability shown in the Declarations.

For the purpose of determining our limit of liability under 1. or 2. above, all bodily injury and property damage resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one accident.

F. OUT OF STATE EXTENSIONS OF COVERAGE.

1. While a covered auto is away from the state where it is licensed we will:

a. Increase this policy's liability limits to meet those specified by a compulsory or financial responsibility law in the jurisdiction where the covered auto is being used.

b. Provide the minimum amounts and types of other coverages, such as "No-Fault", required of out of state vehicles by the jurisdiction where the covered auto is being used.

2. We will not pay anyone more than once for the same elements of loss because of these extensions.

PART V—AUTO MEDICAL PAYMENTS INSURANCE

A. WORDS AND PHRASES WITH SPECIAL MEANING.

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for AUTO MEDICAL PAYMENTS INSURANCE:

1. "Family member" means a person related to you, by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

B. WE WILL PAY.

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an insured who sustains bodily injury caused by accident. We will pay only those expenses incurred within three years from the date of the accident.

C. WE WILL NOT COVER—EXCLUSIONS.

This insurance does not apply to:

1. Bodily injury sustained by an insured while occupying a vehicle located for use as a premises.
2. Bodily injury sustained by you or any family member while occupying or struck by any vehicle (other than a covered auto) owned by you or furnished or available for your regular use.
3. Bodily injury sustained by any family member while occupying or struck by any vehicle (other than a covered auto) owned by or furnished or available for the regular use of any family member.
4. Bodily injury to your employee arising out of and in the course of employment by you. However, we will cover

bodily injury to your domestic employees if not entitled to workers' compensation benefits.

5. Bodily injury to an insured while working in a business of selling, servicing, repairing or parking autos unless that business is yours.

6. Bodily injury caused by declared or undeclared war or insurrection or any of their consequences.

7. Bodily injury to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. WHO IS INSURED.

1. You or any family member while occupying or, while a pedestrian, when struck by any auto.

2. Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.

E. OUR LIMIT OF LIABILITY.

Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for bodily injury for each insured injured in any one accident is the limit of AUTO MEDICAL PAYMENTS shown in the Declarations.

F. CHANGES IN CONDITIONS.

The CONDITIONS of the policy are changed for AUTO MEDICAL PAYMENTS INSURANCE as follows:

1. OUR RIGHT TO RECOVER FROM OTHERS, does not apply.

2. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible auto medical payments insurance.

PART VI—UNINSURED MOTORISTS INSURANCE

A. WORDS AND PHRASES WITH SPECIAL MEANING.

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTORISTS INSURANCE:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or trailer:
 - a. For which no liability bond or policy at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged, or
 - b. For which the sum of all liability bonds or policies at the time of an accident provides at least the amounts

required by the applicable law where a covered auto is principally garaged but their limits are less than the limit of this insurance, or

c. For which an insuring or bonding company denies coverage or is or becomes insolvent, or

d. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an insured, a covered auto or a vehicle an insured is occupying.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law.
- b. Owned by a governmental unit or agency.
- c. Designed for use mainly off public roads while not on public roads.

B. WE WILL PAY.

1. We will pay all sums the insured is legally entitled to recover as damages from the owner or driver of an uninsured motor vehicle. The damages must result from bodily injury sustained by the insured caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the uninsured motor vehicle.
2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered auto is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.
3. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

C. WE WILL NOT COVER—EXCLUSIONS.

The insurance does not apply to:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Bodily injury sustained by you or any family member while occupying or struck by any vehicle owned by you or any family member which is not a covered auto.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. WHO IS INSURED.

1. You or any family member.
2. Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
3. Anyone for damages he is entitled to recover because of bodily injury sustained by another insured.

E. OUR LIMIT OF LIABILITY.

1. Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, our limit of liability is as follows:

The most we will pay for all damages resulting from bodily injury to any one person caused by any one accident is the limit shown in the Declarations for "each person".

Subject to the limit for "each person", the most we will pay for all damages resulting from bodily injury caused by

any one accident is the limit shown in the Declarations for "each accident".

2. Any amount payable under this insurance shall be reduced by:

- a. All sums paid or payable under any workers' compensation, disability benefits or similar law, and
 - b. All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY INSURANCE.
3. Any amount paid under this insurance will reduce any amount an insured may be paid under the policy's LIABILITY INSURANCE.

F. CHANGES IN CONDITIONS.

The CONDITIONS of the policy are changed for UNINSURED MOTORISTS INSURANCE as follows:

1. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

2. YOUR DUTIES AFTER ACCIDENT OR LOSS is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a suit is brought.

3. OUR RIGHT TO RECOVER FROM OTHERS is changed by adding the following:

If we make any payment and the insured recovers from another party, the insured shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following Condition is added:

ARBITRATION

- a. If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or driver of an uninsured motor vehicle or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

PART VII—PHYSICAL DAMAGE INSURANCE

A. WE WILL PAY.

1. We will pay for loss to a covered auto or its equipment under:

a. Comprehensive Coverage. From any cause except the covered auto's collision with another object or its overturn.

b. Specified Perils Coverage. Caused by:

- (1) Fire or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;

(4) Flood;

(5) Mischief or vandalism;

(6) The sinking, burning, collision or derailment of any conveyance transporting the covered auto.

c. Collision Coverage. Caused by the covered auto's collision with another object or its overturn.

d. Combined Physical Damage Coverage. From any cause including the covered auto's collision with another object or its overturn.

(Continued from Obverse Side)

2. Towing.

We will pay up to \$25 for towing and labor costs incurred each time a covered auto of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

B. WE WILL ALSO PAY.

We will also pay up to \$10 per day to a maximum of \$300 for transportation expense incurred by you because of the total theft of a covered auto of the private passenger type. We will pay only for those covered autos for which you carry either Comprehensive or Specified Perils Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered auto is returned to use or we pay for its loss.

C. WE WILL NOT COVER—EXCLUSIONS.

This insurance does not apply to:

1. Wear and tear, freezing, mechanical or electrical breakdown unless caused by other loss covered by this policy.
2. Blowouts, punctures or other road damage to tires unless caused by other loss covered by this policy.
3. Loss caused by declared or undeclared war or insurrection or any of their consequences.
4. Loss caused by the explosion of a nuclear weapon or its consequences.
5. Loss caused by radioactive contamination.
6. Loss to tape decks or other sound reproducing equipment not permanently installed in a covered auto.
7. Loss to tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
8. Loss to any sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or

telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the auto manufacturer for the installation of a radio.

D. HOW WE WILL PAY FOR LOSSES—THE MOST WE WILL PAY.

1. At our option we may:

a. Pay for, repair or replace damaged or stolen property; or

b. For theft, return the stolen property, at our expense. We will pay for any damage that results to the auto from the theft.

2. The most we will pay for loss is the smaller of the following amounts:

a. The amount shown in ITEM FOUR, Schedule of Autos You Own, in the Declarations.

b. The actual cash value of the damaged or stolen property at the time of loss.

c. The cost of repairing or replacing the damaged or stolen property with other of like kind or quality.

3. For each covered auto, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to loss caused by fire or lightning.

E. GLASS BREAKAGE—HITTING A BIRD OR ANIMAL—FALLING OBJECTS OR MISSILES.

We will pay for glass breakage, loss caused by hitting a bird or animal or by falling objects or missiles under Comprehensive Coverage if you carry Comprehensive Coverage for the damaged covered auto. However, you have the option of having glass breakage caused by a covered auto's collision or overturn considered a loss under Collision Coverage.

PART VIII—CONDITIONS

The insurance provided by this policy is subject to the following conditions:

A. YOUR DUTIES AFTER ACCIDENT OR LOSS.

1. You must promptly notify us or our agent of any accident or loss. You must tell us how, when and where the accident or loss happened. You must assist in obtaining the names and addresses of any injured persons and witnesses.

2. Additionally, you and other involved insureds must:

a. Cooperate with us in the investigation, settlement or defense of any claim or suit. No insured shall, except at his or her own cost, voluntarily make any payment, assume any obligation or incur any expense.

b. Immediately send us copies of any notices or legal papers received in connection with the accident or loss.

c. Submit at our expense and as often as we require to physical examinations by physicians we select.

d. Authorize us to obtain medical reports and other pertinent medical information.

3. Additionally, to recover for loss to a covered auto or its equipment you must do the following:

a. Permit us to inspect and appraise the damaged property before its repair or disposition.

b. Do what is reasonably necessary after loss at our expense to protect the covered auto from further loss.

c. Submit a proof of loss when required by us.

d. Promptly notify the police if the covered auto or any of its equipment is stolen.

B. OTHER INSURANCE.

1. For any covered auto you own this policy provides primary insurance. For any covered auto you don't own, the insurance provided by this policy is excess over any other collectible insurance. However, while a covered auto which is a trailer is connected to another vehicle the liability coverage this policy provides for the trailer:

- a. Is excess while it is connected to a motor vehicle you don't own.
- b. Is primary while it is connected to a covered auto you own.

2. When two or more policies cover on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the limit of our policy bears to the total of the limits of all the policies covering on the same basis.

C. OUR RIGHT TO RECOVER FROM OTHERS.

If we make any payment, we are entitled to recover what we paid from other parties. Any person to or for whom we make payment must transfer to us his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

D. CANCELLING THIS POLICY DURING THE POLICY PERIOD.

1. You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
2. We may cancel the policy by mailing you at least 10 days notice at your last address known by us. We may deliver any notice instead of mailing it. Proof of mailing of any notice will be sufficient proof of notice.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.
4. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund, if any, will be computed in accordance with the customary short rate procedure. If we cancel, the refund, if any, will be computed pro rata.

E. LEGAL ACTION AGAINST US.

No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under LIABILITY INSURANCE, no legal action may be brought against us until we agree in writing that the insured has an obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization has any right under this policy to bring us into any action to determine the liability of the insured.

F. INSPECTION.

At our option we may inspect your property and operations at any time. These inspections are for our benefit only. By our right to inspect or by our making any inspection we make no representation that your property or operations

are safe, not harmful to health or comply with any law, rule or regulation.

G. CHANGES.

This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium as of the effective date of change. If we revise this policy form to provide more coverage without additional premium charge your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

H. TRANSFER OF YOUR INTEREST IN THIS POLICY.

Your rights and duties under this policy may not be assigned without our written consent.

I. NO BENEFIT TO BAILEE—PHYSICAL DAMAGE INSURANCE ONLY.

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this policy.

J. BANKRUPTCY.

Bankruptcy or insolvency of the insured shall not relieve us of any obligations under this policy.

K. APPRAISAL FOR PHYSICAL DAMAGE LOSSES.

1. If you and we fail to agree as to the amount of loss either may demand an appraisal of the loss. In such event, you and we shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss, and, failing to agree, shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. You and we shall each pay the chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.
2. We shall not be held to have waived any of our rights by any act relating to appraisal.

L. TWO OR MORE POLICIES ISSUED BY US.

If this policy and any other policy issued to you by us or any company affiliated with us apply to the same accident, the aggregate maximum limit of liability under all the policies shall not exceed the highest applicable limit of liability under any one policy. This condition does not apply to any policy issued by us or an affiliated company specifically to apply as excess insurance over this policy.

M. ESTIMATED ANNUAL PREMIUM

The estimated annual premium for this policy is based on the exposures you told us you would have when this policy began.

We will compute your final premium due when we determine your actual exposures. The estimated annual premium will be credited against the final premium due and you will be billed for the balance, if any. If the estimated annual premium exceeds the final premium due you will get

(Continued from Obverse Side)

a refund. To determine your final premium due we may examine your records at any time during the period of coverage and up to three years afterward. If this policy is

issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(BROAD FORM)

This endorsement modifies the provisions of this policy relating to all Medical Payments and Automobile Liability Insurance.

It is agreed that:

I. This policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

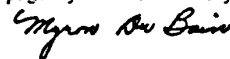
(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom:

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

IN WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary, but it shall not be binding upon us unless it is countersigned on the Declarations page by one of our duly authorized agents.


SECRETARY


PRESIDENT

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material

(a) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and

(b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"property damage" includes all forms of radioactive contamination of property.

ENDORSEMENTS

The following endorsements shall apply only when specifically incorporated by reference through appropriate entry in the Declarations.

1. DEDUCTIBLE PROPERTY DAMAGE LIABILITY INSURANCE (CA 03 01 01 78) (CA 03 02 01 78)

PROPERTY DAMAGE LIABILITY INSURANCE DEDUCTIBLE:

A. The damage which would otherwise be payable under LIABILITY INSURANCE for property damage caused in any one accident will be reduced by the PROPERTY DAMAGE PER ACCIDENT DEDUCTIBLE stated in the Declarations prior to the application of the OUR LIMIT OF LIABILITY provision.

B. To settle any claim or suit we may pay all or any part of any deductible stated in the Declarations. If this happens

you must reimburse us for the deductible or the part of the deductible we paid.

In the states of California, Delaware, Georgia, Indiana, Iowa, Kansas, Kentucky, Maryland, Minnesota, New Hampshire, New Jersey, New York, Oregon, Pennsylvania, South Carolina, Virginia, Washington and West Virginia, paragraph B is amended to read:

B. To settle any claim or suit we will pay all or part of any deductible stated in the Declarations. You must reimburse us for the deductible or the part of the deductible we paid.

2. LEASING OR RENTAL CONCERNS—CONVERSION, EMBEZZLEMENT OR SECRETION COVERAGE (CA 20 10 12 80)

PHYSICAL DAMAGE INSURANCE for covered autos is changed as follows:

A. The following exclusion is added:

This insurance does not apply:

Under the Combined Physical Damage, Comprehensive and Specified Perils Coverages, to loss due to theft, conversion, embezzlement or secretion by any person in possession of a covered auto either (i) under a bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance or (ii) as a rentee or lessee of such covered auto; however, this exclusion does not apply to covered autos designated in the Declarations for this endorsement.

B. For covered autos designated in the Declarations for this endorsement, we will pay under the Combined Physical Damage, Comprehensive and Specified Perils Coverages, for loss to the covered autos due to theft, conversion, embezzlement or secretion by any rentee or lessee, subject to the following provisions:

1. The most we will pay for loss to any one covered auto is 75% of the actual cash value of such covered auto, at the time of the loss, reduced by the amount of any deposit secured by you from the rentee or lessee.

2. If there is a loss or if you learn of any act which may result in a loss, you must do the following:

a. Promptly notify the police and as soon as practicable notify us or our agent.

b. Cooperate with any public prosecutor if requested by him, in prosecuting any person whose acts result in the loss.

c. Submit a proof of loss if required by us.

d. Make every reasonable effort to locate the covered auto. If you locate the covered auto, take possession of it, using legal proceedings if required by us. We will reimburse you for reasonable expenses incurred at our request, or with our consent, in locating and recovering the covered auto.

3. PARTNERSHIP AS NAMED INSURED—NON-OWNERSHIP LIABILITY COVERAGE (CA 99 22 12 80)

A. WHO IS INSURED is changed by adding the following:

No partner of yours is an insured for an auto owned by him or her or a member of his or her household.

B. No auto owned by any of your partners or members of their households is a covered auto for LIABILITY INSURANCE unless an "X" is shown in the Declarations for this endorsement.

4. WRONG DELIVERY OF LIQUID PRODUCTS (CA 23 05 07 78)

LIABILITY INSURANCE is changed by adding the following exclusion:

This insurance does not apply to:

Bodily injury or property damage resulting from the delivery of any liquid into the wrong receptacle or to

the wrong address, or from the delivery of one liquid for another, if the bodily injury or property damage occurs after delivery has been completed.

Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.

(Continued from Obverse Side)

5. CITIZENS' BAND RADIO COVERAGE (CA 99 08 01 78)

A. **PHYSICAL DAMAGE INSURANCE** on a covered auto described in the Declarations for this endorsement also applies to loss to any permanently installed equipment designed for use as a:

1. Citizens' band radio, or

2. Two-way mobile radio or telephone, or
3. Scanning monitor receiver including its antennas and other accessories.

B. No deductibles will be applicable to the limit of liability.

6. DRIVE OTHER CAR COVERAGE—BROADENED COVERAGE FOR NAMED INDIVIDUALS (CA 99 10 12 80)

This endorsement changes only those coverages listed in the Declarations page. Each of those coverages is changed as follows:

A. PHRASE WITH SPECIAL MEANING

In addition to **WORDS AND PHRASES WITH SPECIAL MEANING** in this policy, the following phrase has special meaning in this endorsement:

1. "Family member" means a person related to the individual named in the Declarations for this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

B. CHANGES IN LIABILITY INSURANCE

1. Any auto you don't own, hire or borrow is a covered auto for **LIABILITY INSURANCE** while being used by any individual named in the Declarations for this endorsement or by his or her spouse while a resident of the same household except:

- a. Any auto owned by that individual or by any member of his or her household.
- b. Any auto used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking autos.

2. The following is added to **WHO IS INSURED**:

Any individual named in the Declarations for this endorsement and his or her spouse, while a resident of the same household, are insureds while using any covered auto described in paragraph B. 1. of this endorsement.

C. CHANGES IN AUTO MEDICAL PAYMENTS AND UNINSURED MOTORISTS INSURANCE

The following is added to **WHO IS INSURED**.

Any individual named in the Declarations for this endorsement and, his or her family members of either are insureds while occupying or while a pedestrian when being struck by any auto you don't own except:

Any auto owned by that individual or by any family member.

D. CHANGES IN PHYSICAL DAMAGE INSURANCE

Any private passenger type auto you don't own, hire or borrow is a covered auto while in the care, custody or control of any individual named in the Declarations for this endorsement or his or her spouse while resident of the same household except:

1. Any auto owned by that individual or by any member of his or her household.
2. Any auto used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking autos.

7. HIRED AUTOS SPECIFIED AS COVERED AUTOS YOU OWN (CA 99 16 01 78)

A. Any auto described in the Declarations for this endorsement will be considered a covered auto you own and not a covered auto you hire, borrow or lease under the coverage for which it is a covered auto.

B. CHANGES IN LIABILITY INSURANCE

The following is added to **WHO IS INSURED**:

While any covered auto described in the Declarations for this endorsement is rented or leased to you and is being used by or for you, its owner or anyone else from whom you rent or lease it is an insured but only for that covered auto. However, that covered auto's owner or anyone else from whom it is rented or leased is not an insured for liability resulting from defects or faulty workmanship.

8. INDIVIDUAL NAMED INSURED (CA 99 17 12 80)

If you are an individual, the policy is changed as follows:

A. WORDS AND PHRASES WITH SPECIAL MEANING

1. The following phrase is added and appears in bold face type when used:

"Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. The words "you" and "your" include your spouse if a resident of the same household except for notice of cancellation.

3. When the phrase "private passenger type" appears in bold face type it includes any covered auto you own of the pick-up or van type not used for business purposes, other than farming or ranching.

B. CHANGES IN LIABILITY INSURANCE

1. The exclusion relating to bodily injury to fellow

employees of the insured does not apply to bodily injury to you or any family member's fellow employees.

2. PERSONAL AUTO COVERAGE

While any auto you own of the private passenger type is a covered auto under the LIABILITY INSURANCE:

a. The following is added to WHO IS INSURED:

Family members are insureds for any covered auto you own of the private passenger type and any other auto described in paragraph 2b of this endorsement.

b. Any auto you don't own is a covered auto while being used by you or by any family member except:

- (1) Any auto owned by any family members.
- (2) Any auto furnished or available for your or any family member's regular use.
- (3) Any auto used by you or by any of your family members while working in a business of selling, servicing, repairing, or parking autos.
- (4) Any auto other than an auto of the private passenger type used by you or by any of your family members while working in any other business or occupation.

c. The exclusion relating to pollutants, irritants and contaminants and, if forming a part of the policy, the NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM), does not apply to any covered auto of the private passenger type.

d. The following exclusion is added and applies only to private passenger type covered autos:

This insurance does not apply to:

Bodily injury or property damage for which an insured under the policy is also an insured under a nuclear energy

liability policy or would be an insured but for its termination upon its exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or any of their successors. This exclusion does not apply to autos registered or principally garaged in New York.

e. The exclusion relating to property in the insured's care, custody or control does not apply to property damage to any private passenger type covered auto you don't own while being used by you or by any family member except:

- (1) Any auto owned by any family member.
- (2) Any auto furnished or available for your or any family member's regular use.
- (3) Any auto which you or any family member uses while working in a business of selling, servicing, repairing or parking autos.

C. CONDITIONS

The following Condition is added:

DEATH OF THE INDIVIDUAL NAMED INSURED

If you die:

1. Your surviving spouse if a resident of the same household at the time of your death will continue as the named insured until the end of the policy.
2. Your legal representative will be the named insured but only while acting within the scope of his or her duties as such.
3. Until your legal representative has been appointed, the person having proper temporary custody of your property will be the named insured with respect to such property.

9. LOSS PAYABLE CLAUSE (CA 99 19 01 78)

A. We will pay you and the loss payee named in the policy for loss to a covered auto, as interest may appear.

B. The insurance covers the interest of the loss payee unless the loss results from fraudulent acts or omissions on your part.

C. We may cancel the policy as allowed by CANCEL-

LING THIS POLICY DURING THE POLICY PERIOD. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

D. If we make any payment to the loss payee, we will obtain his rights against any other party.

10. TAPES AND RECORDS COVERAGE (CA 99 30 12 80)

A. Under Combined Physical Damage and Comprehensive Coverage we will pay for loss to tapes, records or other similar devices used with sound reproducing equipment. However, under Combined Physical Damage Coverage we will not pay for a loss caused by a covered auto's collision or overturn. We will pay only if the tapes, records or other similar devices:

1. Are your property or that of a family member, and
2. Are in a covered auto at the time of loss.

B. The most we will pay for loss is \$200.

C. PHYSICAL DAMAGE INSURANCE provisions apply to this coverage, except for any deductible.

11. INDIVIDUAL NAMED INSURED—ECONOMY PLUS AUTO COVERAGE

It is agreed that ASSOCIATED INDEMNITY CORPORATION (A Stock Insurance Company, San Francisco, California, called the Company) replaces the Company designated in the Declarations as insurer, but only with

respect to such insurance as is afforded by the provisions of the policy as modified by endorsement 8 for the autos of the private passenger type designated in the Declarations as subject to this endorsement.

(Continued from Obverse Side)

12. INDIVIDUAL NAMED INSURED—SUPERIOR AUTO COVERAGE

It is agreed that NATIONAL SURETY CORPORATION (A Stock Insurance Company, Chicago, Illinois, called the Company) replaces the Company designated in the Declarations as insurer, but only with respect to such

insurance as is afforded by the provisions of the policy as modified by endorsement 8 for the autos of the private passenger type designated in the Declarations as subject to this endorsement.

13. MEXICO ENDORSEMENT

This policy is extended to apply while any covered auto is being operated in the Republic of Mexico for a period not exceeding ten days at any one time. It is agreed that such

insurance as is provided by this policy only by reason of the terms of this paragraph shall be excess insurance over any other valid and collectible insurance available to you.

WARNING

Unless you have automobile insurance written by a Mexican insurance company, you may spend many hours or days in jail, if you have an accident in Mexico. Insurance coverage should be secured from a company

licensed under the laws of Mexico to write such insurance in order to avoid complications and some other penalties possible under the laws of Mexico, including the possible impoundment of your auto.

14. LEASING OR RENTAL CONCERNS—CONTINGENT COVERAGE

A. PHRASE WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

"Leased auto" means an auto you lease to a lessee for one year or more, including any substitute, replacement or extra auto needed to meet seasonal or other needs, under a lease agreement which requires the lessee to provide primary insurance for you.

B. LIABILITY INSURANCE and any required no-fault insurance provided by the policy for a covered auto which is a leased auto applies subject to the following provisions:

1.a. The lessee has furnished you with a certificate of insurance, a copy of the policy or a copy of the endorsement making you an additional insured on the lessee's policy as required by the leasing agreement, and

b. At the time of an accident the insurance required by the leasing agreement is not collectible.

2. For you, your employees or a agent, the limit of our liability for the insurance provided by this endorsement is the limit of liability stated in the Declarations.

3. For the lessee, any employee or agent of the lessee or any person, except you or your employees or agents, operating the leased auto with the permission of any of these, the limit of our liability for the insurance provided by this endorsement is the minimum limit required by any applicable compulsory or financial responsibility law.

4. The insurance provided by this endorsement is excess over any other collectible insurance, whether primary, excess or contingent, unless such insurance is specifically written to apply in excess of this policy.

C. If the lessee's policy is cancelled, the insurance provided by this endorsement ends the earlier of the following dates:

1. The date you regain custody of the leased auto, or
2. 30 days after the effective date of cancellation.

15. DRIVER EXCLUSION

We will not be liable for any accidents or losses while a covered auto is driven by individuals named in the

Declarations page for this endorsement.

16. SUSPENSION OF INSURANCE (CA 02 40 12 80)

(Not Applicable in Michigan)

A. Except for maintaining or testing covered autos on your property, the coverages and autos indicated in the Declarations as applicable to this endorsement are suspended as of the effective date of this endorsement. However, under Combined Physical Damage Coverage

only the coverage for a loss caused by a covered auto's collision or overturn is suspended.

B. If you suspend coverage for at least 30 consecutive days, you will be entitled to a refund of premium.

17. REINSTATEMENT OF INSURANCE (CA 02 38 01 78)

Any coverages you have previously suspended by Sequential Endorsement referred to in the Declarations as applicable to this Endorsement are reinstated as of

the effective date of this endorsement as shown in the Declarations.

COMMERCIAL AUTOMOBILE
COVERAGE

POLICY AMENDMENTS

BUSINESS AUTO POLICY
GARAGE POLICY
TRUCKERS' POLICY

Supplementary State Endorsements
California

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

DECLARATIONS

ONLY THOSE ENDORSEMENTS APPLY FOR WHICH AN "X" IS ENTERED IN THE APPLICABLE BOX.

BUSINESS AUTO POLICY	GARAGE POLICY	TRUCKERS' POLICY	
<input type="checkbox"/>		<input type="checkbox"/>	• AMENDMENT OF PART IV—LIABILITY INSURANCE—CALIFORNIA (BUSINESS AUTO POLICY AND TRUCKERS' POLICY) (100904—11-82)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	• CHANGES IN UNINSURED MOTORISTS INSURANCE (CA 21 02 08 80)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	• CHANGES IN POLICY—CANCELLATION (PA 02 04 01 78)
	<input type="checkbox"/>		• AMENDMENT OF PART IV—LIABILITY INSURANCE—CALIFORNIA (GARAGE POLICY) (101610—11-82)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	• CALIFORNIA PUBLIC SCHOOLS AND COMMUNITY COLLEGE ENDORSEMENT (101611—11-82)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	• EXCLUSION OF NAMED DRIVER—CALIFORNIA (101612—11-82) NAMED INDIVIDUAL(S)
			ACCEPTED BY _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	• LEASING OR RENTAL CONCERNS—CONTINGENT COVERAGE—CALIFORNIA (CA 20 26 06 81)
			LIMIT OF LIABILITY \$ _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	• INDIVIDUAL NAMED INSURED—SUPERIOR AUTO COVERAGE (101601—11-82)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	• INDIVIDUAL NAMED INSURED—REGULAR AUTO COVERAGE (101602—11-82)

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

IXCL

Myron W. Bunn
PRESIDENT

STOCK NO. 5985—10-81 CA (REV.)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
 COMPLETED OPERATIONS AND PRODUCTS
 LIABILITY INSURANCE
 CONTRACTUAL LIABILITY INSURANCE

OWNERS' LANDLORDS' AND TENANTS' LIABILITY INSURANCE
 MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
 OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY
 INSURANCE

SINGLE LIMIT ENDORSEMENT

Such insurance as is afforded by the policy applies subject to the following provisions:

1. The limit of the Company's liability for damages, including damages for care and loss of services, under all **bodily injury liability** and **property damage liability** coverages, shall be a single limit of liability as stated herein:

EACH OCCURRENCE	AGGREGATE
\$ 500,000.	\$ 500,000.

2. All provisions in the policy captioned "Limits of Liability" containing reference to the Company's liability on account of **bodily injury liability** or **property damage liability** are deleted.

3. The following provision is added to the policy:

Limits of Liability

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, (3) claims made or suits brought on account of **bodily injury** or **property damage** or (4) units of mobile equipment to which this policy applies, the Company's liability is limited as follows:

The total liability of the Company for all damages under all **bodily injury liability** and **property damage liability** coverages of this policy because of **bodily injury** or **property damage** sustained by one or more persons or organizations as a result of any one occurrence shall not exceed the limit of liability shown above for "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages arising out of the **products hazard** and **completed operations hazard** shall not exceed the limits of liability stated above as "aggregate."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all **property damage** to which the policy applies

(i) arising out of premises or operations rated on a remuneration basis or contractors equipment rated on a receipts basis, including liability assumed under any incidental contract relating to such premises or operations; or

(ii) arising out of and occurring in the course of operations, other than maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures, performed for the named insured by independent contractors and general supervision thereof by the named insured including liability assumed under any incidental contract relating to such operations; or

(iii) included within the contractual liability property damage coverage

shall not exceed the limit of liability stated above as "aggregate." Said aggregate limit of liability shall apply separately to (i), (ii) and (iii) and under each separately to each project away from premises owned by or rented to the named insured.

4. For the purpose of determining the limit of the Company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

5. With respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state, province or other territorial jurisdiction, the above stated limits of liability as respects each occurrence shall be applied to provide the separate limits of liability required by such law for **bodily injury liability** and **property damage liability** to the extent of the coverage required by such law, but the separate application of such limits shall not increase the total limit of the Company's liability.

POLICY NUMBER 2-49 LA 310 07 53	INSURED	EFFECTIVE
ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY <i>Myron R. Bain</i> PRESIDENT	PRODUCER	COUNTERSIGNATURE OF AUTHORIZED AGENT

105160-5-73

GENERAL LIABILITY MULTI/COVER® ENDORSEMENT

Such insurance as is afforded by the policy for Comprehensive General Liability Insurance or Storekeeper's Liability Insurance is amended to include the following additions and extensions of coverage:

I. PERSONAL INJURY LIABILITY

1. The definition of "bodily injury" is amended to read:

"bodily injury" means (a) bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom, and (b) personal injury committed in the conduct of the named insured's business.

2. When used in this policy, personal injury means:

Group A—false arrest, detention or imprisonment, or malicious prosecution;

Group B—the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;

Group C—wrongful entry or eviction, or other invasion of the right of private occupancy;

If such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada.

3. Solely as respects the insurance applicable to personal injury, the exclusions of the policy are deleted and replaced by the following: This insurance does not apply:

(a) to personal injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;

(b) to personal injury arising out of any publication or utterance described in Group B, if the injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;

(c) to personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof.

4. With respect to the insurance afforded for personal injury:

(a) Section II PERSONS INSURED is amended to read:

II Persons Insured: Each of the following is an insured to the extent set forth below:

(1) If the named insured is designated in the declarations as an individual, the person so designated and his spouse;

(2) If the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(3) If the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

(b) The word "damages" when used in reference to bodily injury shall include damages which are payable because of an offense described in Group A, B or C to which insurance as respects personal injury applies.

5. Limits of Liability: Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain personal injury, or (3) claims made or suits brought on account of personal injury, the total limit of the Company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate."

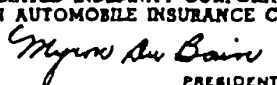
SCHEDULE

PERSONAL INJURY LIABILITY

AGGREGATE LIMIT SHALL BE THE PER OCCURRENCE BODILY INJURY LIABILITY LIMIT UNLESS OTHERWISE INDICATED HEREIN.

LIMIT OF LIABILITY \$ AGGREGATE

CLASSIFICATION CODE	PREMIUM BASIS	PREMIUMS	
		BODILY INJURY	PROPERTY DAMAGE
	% OF THE GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETERMINED.	\$	\$
	% OF THE GARAGE INSURANCE—HAZARD 1 BODILY INJURY AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETERMINED.	\$	\$
	% OF THE GARAGE INSURANCE—HAZARD 2 BODILY INJURY AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETERMINED.	\$	\$
MINIMUM PREMIUM \$25.00		TOTAL PREMIUM \$ INCL. IN COMPOSITE RATE	

POLICY NUMBER 2-49 LA 310 07 53	INSURED	EFFECTIVE DATE
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY		PRODUCER
 Myron du Bain PRESIDENT		COUNTERSIGNATURE OF AUTHORIZED AGENT

105161-10.76

AUTOMOBILE — GENERAL LIABILITY INSURANCE

THREE-YEAR ENDORSEMENT

It is agreed that such insurance as is afforded by the policy applies subject to the following provisions:

1. The policy period stated in the declarations is comprised of three consecutive annual periods.
2. Computation and adjustment of earned premium shall be made at the end of each annual period.
3. If the premium for the three year period is not paid in advance, the premiums for each annual period of this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums in effect on the inception date of each annual period.

POLICY NUMBER	INSURED	EFFECTIVE
ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY <i>Myron Du Bain</i> PRESIDENT	PRODUCER	COUNTERSIGNATURE OF AUTHORIZED AGENT
	10-X	

180017-4-74

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INSURED	POLICY NUMBER 2-49 LA 310 07 53
PRODUCER	EFFECTIVE DATE

IT IS UNDERSTOOD AND AGREED THAT THE PREMIUM FOR THE COMPREHENSIVE GENERAL LIABILITY, AND BUSINESS AUTO PORTION OF THIS POLICY FOR THE PERIOD OF 1/1/84 TO 1/1/85 SHALL BE DETERMINED BY APPLICATION OF THE FOLLOWING COMPOSITE RATE PER \$1,000. OF GROSS RECEIPTS AS DEFINED IN THE MANUAL OF LIABILITY INSURANCE.

ESTIMATED RECEIPTS	\$15,000,000.		
TOTAL DEPOSIT	\$ 45,540.		
COMPOSITE RATE: LIABILITY	OBI: .896	<u>PREMIUMS</u>	<u>CODES</u>
	OPD: .668	13,440.	324-70050
AUTO LIABILITY	ABI & APD: 1.073	10,020.	.4592.
	PHYSICAL DAMAGE : .399	16,095.	4592.
	3.036	<u>5,985.</u>	
		\$45,540.	

IT IS AGREED THE MINIMUM PREMIUM FOR THE COMPOSITE RATED PORTIONS OF THIS POLICY SHALL BE:

ANNUAL MINIMUM PREMIUM: \$37,500.

All revised (add #14)

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	<i>James J. McLaughlin</i> PRESIDENT 10-X	CORRESPONDS TO ENDT #12 COUNTERSIGNATURE OF AUTHORIZED AGENT
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180001-1-65

This endorsement modifies the insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE — MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE

EXCLUSION

(Explosion Hazard, Collapse Hazard, Underground Property Damage Hazard) (GL 21 04)

It is agreed that the policy does not apply to property damage included within:

- (1) the explosion hazard in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which includes the symbol "x",
- (2) the collapse hazard in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which includes the symbol "c",
- (3) the underground property damage hazard in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which includes the symbol "u".

ADDITIONAL DEFINITIONS When used in reference to this insurance:

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract.

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract.

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

It is further agreed that:

- (1) Symbol "x" is deleted from classification code number(s): **313-28106**
- (2) Symbol "c" is deleted from classification code number(s):
- (3) Symbol "u" is deleted from classification code number(s):

SCHEDULE

20850x	Alcoholic Beverage Mfg.	28106x	Chemicals Mfg.—herbicides.
28106x	Alcohol Mfg.—not beverage.	28106x	Chemicals Mfg.—household.
19202xx	Ammunition Mfg.	28106x	Chemicals Mfg.—industrial.
19202sx	Ammunition Mfg.—including component parts for hand-guns, rifles and shotguns.	28106x	Chemicals Mfg.—pesticides.
50221xx	Anhydrous Ammonia Distributing.	28106x	Chemicals Mfg.
29111x	Asphalt or Tar Distilling or Refining.	14001x	Clay or Shale Digging—no canal, sewer or cellar excavation or underground mining.
17885xzc	Building or Structure Raising, Moving or Underpinning— including incidental shoring, removal or rebuilding of walls, foundations, columns or piers.	16235xcu	Cofferdam Work—including pile driving, excavation, masonry or concrete work up to completion of sub-structure only.
17805xcu	Caisson Work—foundations for buildings—including pile driving, excavation, masonry or concrete work up to completion of substructure only.	16235xcu	Conduit Construction for Cables or Wires.
16235xcu	Caisson Work—not foundations for buildings—including pile driving, excavation, masonry or concrete work up to completion of substructure only.	73912xcu	Contractors' Equipment—cranes, derricks, power shovels and equipment incidental thereto—rented to others with operators including installation, repair or removal.
28106x	Calcium Carbide Mfg.	17861cu	Contractors' Equipment—earth moving equipment other than cranes, derricks and power shovels—rented to others with operators including installation, repair or removal.
30792x	Cellophane and Cellophane Products Mfg.	73916xu	Contractors' Equipment—steam boilers, compressors, air pressure tanks, pneumatic tools and equipment incidental thereto—rented to others with operators including installation, repair or removal.
30792x	Celluloid and Celluloid Articles Mfg.—excluding film.		
29902x	Charcoal Mfg.—including distillation.		
28705x	Chemicals Mfg.—agricultural.		

(Continued on Reverse Side)

POLICY NUMBER 2-49 LA 330 07 53	INSURED	EFFECTIVE
ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY <i>Myron R. Bain</i> PRESIDENT	PRODUCER	
	COUNTERSIGNATURE OF AUTHORIZED AGENT	

105229—6.80

(Continued from Obverse Side)

73911u	Contractors' Equipment—excluding automobiles—rented to others with operators—including installation, repair or removal.	16365xcu	Oil or Gas Pipeline Construction—including pile driving or dredging.
20405x	Corn Products Mfg.	29112x	Oil Refining—petroleum.
20901x	Cottonseed Oil Mfg.—solvent extraction process.	28512x	Paint, Varnish, Shellac or Lacquer Mfg.
16232xcu	Dam or Reservoir Construction.	17805xcu	Pile Driving—building foundations only.
20406x	Dextrine Mfg.	16294cu	Pile Driving—including timber wharf building.
28613x	Distillation or Extraction—not food or alcoholic beverages.	16296cu	Pile Driving—sonic method.
28106x	Dry Ice Mfg.	16365xcu	Pipeline Construction—including pile driving or dredging.
49115xcu	Electric Light or Power Companies.	49222xx	Pipelines—gas—operation—including maintenance.
49116exc	Electric Light or Power Cooperatives—Rural Electrification Administration Projects only.	48100xx	Pipelines—oil—operation—including maintenance.
16245xcu	Electric Light or Power Line Construction.	30792x	Plastic Materials and Non-Vulcanizable Elastomers Mfg.
16242xc	Electric Light or Power Line Construction—Rural Electrification Administration Projects only.	17185u	Plumbing—domestic—including house connections, shop and retail stores or display rooms.
15111xcu	Excavation.	17185u	Plumbing—gas, steam, hot water or other pipe fitting.
19202sx	Explosives Mfg.—including cartridge charging or loading, cap, primer or detonator.	14001x	Quarries—including operation of crushers.
20403x	Feed Mfg.—preparation of cereal or compound feeds for livestock.	16215x	Railroad Construction—including laying, relaying or removal of tracks or maintenance of way by contractors.
28106x	Fire Starters or Liquid Fuel Mfg.	28218x	Resin Mfg.—synthetic.
20402x	Flour Milling.	28218x	Rosin Mfg.
49221xcu	Gas Companies—natural gas—local distribution—including outside salesmen, collectors and meter readers—including completed operations except with respect to the installation, servicing or repair of appliances.	28220x	Rubber Mfg.—vulcanizable elastomers.
49251xcu	Gas Works—including outside salesmen, collectors, and meter readers—including completed operations except with respect to the installation, servicing or repair of appliances.	17885exc	Salvage Operations—including incidental wrecking, shoring or other structural work, the handling of machinery in damaged buildings, and salesmen or clerical at site of wrecking.
59851sx	Gas Dealers—liquefied petroleum gas.	14001x	Sand or Gravel Digging—no canal, sewer, cellar excavation or underground mining.
59810x	Gas Dealers—retail.	17181u	Septic Tank Systems—cleaning.
49252xcu	Gas Distributing—liquefied petroleum gas—local distribution by gas mains or piping, from central tanks to ultimate consumers.	17181u	Septic Tank Systems installation, maintenance and repair.
16225xcu	Gas Mains or Connections Construction—including tunneling at street crossings.	16225xcu	Sewer Mains or Connections Construction—including tunneling at street crossings.
28103x	Gas Mfg.—industrial—in steel cylinders.	16235xcu	Shaft Sinking—including pile driving, excavation, concrete work or lining.
28103x	Gas Mfg.—industrial—in tank cars.	32811x	Slate Splitting or Slate Roofing Mfg.—including quarrying.
28102x	Gas Mfg.—oxygen, hydrogen or acetylene—in cylinders.	20402x	Starch Mfg.
28102x	Gas Mfg.—oxygen, hydrogen or acetylene—in drums.	49610xcu	Steam Heating or Power companies—not electric—including outside salesmen, collectors and meter readers.
28102x	Gas Mfg.—oxygen, hydrogen or acetylene—in tank cars.	16225xcu	Steam Mains or Connections Construction—including tunneling at street crossings.
50851x	Gasoline Dealers—wholesale.	32905x	Stone Crushing.
13831x	Geophysical Exploration—seismic method—all employees.	16115xcu	Street or Road Construction or Reconstruction—including right-of-way, excavation, filling or grading, bridge or culvert building.
07313xcu	Grading of Land.	16125xcu	Street or Road Paving or Repaving, Surfacing or Resurfacing or Scraping.
42211x	Grain Elevator Operations—including local managers.	16205xcu	Subway Construction.
20402x	Grain Milling.	17802xcu	Swimming Pools—below ground—installation, servicing or repair.
32905x	Gypsum Mfg.	48110u	Telephone or Telegraph Companies—including outside salesmen, collectors, messengers and clerical.
16255xu	Irrigation or Drainage System Construction—including pile driving or dredging.	16245xcu	Telephone, Telegraph or Alarm Line Construction.
07311xcu	Landscape Gardening.	16235xcu	Tunneling—including lining.
32703x	Lime Mfg.—including quarrying.	17885exc	Underpinning Buildings or Structures—including incidental shoring, removal or rebuilding of walls, foundations, columns or piers.
33411x	Magnesium Metal Mfg.	16225xcu	Water Mains or Connections Construction—including tunneling at street crossings.
14001x	Mining—surface.	17185u	Water Softening Equipment—servicing or installation.
12002x	Mining.	49411xcu	Waterworks—including outside salesmen, collectors and meter readers.
13851dexx	Oil or Gas Wells—shooting.	17785x	Welding or Cutting.
29112x	Oil, Gasoline or Kerosene—refining.	17822exc	Wrecking Buildings or Structures—not marine—including salesmen or clerical at site wrecking.
13121dexx	Oil Lease Operators or Gas Lease Operators—natural gas—within the limits of any town or city, on the right-of-way of any railroad, or in any ocean, gulf or bay.	17811xc	Wrecking—dismantling of prefabricated dwellings not exceeding three stories in height for re-erection.
13122dexx	Oil Lease Operators or Gas Lease Operators—natural gas.		
20901x	Oil Mfg.—vegetable—by solvent extraction process.		

SPECIFIED INTEREST ENDORSEMENT

INSURED	POLICY NUMBER 2-49 LA 310 07 53
PRODUCER	EFFECTIVE DATE

It is agreed that this policy shall not be cancelled nor the coverage thereof reduced

until 30 days

notice of such cancellation or reduction in coverage shall have been sent in writing to:

**ANGELES CHEMICAL CO., INC. &
STATION TANK LINES, INC.
8915 SORENSON AVE
SANTA FE SPRINGS, CA 90670**

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	<i>Myron Du Bain</i> PRESIDENT 10-X	COUNTERSIGNATURE OF AUTHORIZED AGENT
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180042—8-68

SPECIFIED INTEREST ENDORSEMENT

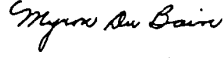
INSURED	POLICY NUMBER 2-49 LA 310 07 53
PRODUCER	EFFECTIVE DATE

It is agreed that this policy shall not be cancelled nor the coverage thereof reduced

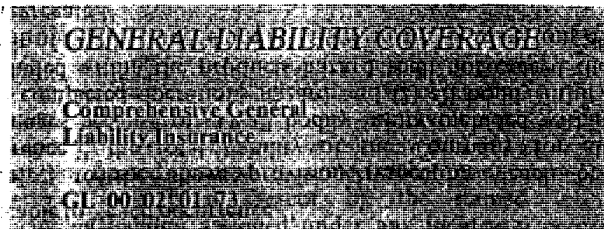
until 10 days

notice of such cancellation or reduction in coverage shall have been sent in writing to:

CONTICO INTERNATIONAL, INC.
C/O CONTINENTAL MFG. CO.
1801 NORTH WARSON ROAD
ST. LOUIS, MISSOURI 63132

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	 PRESIDENT 10-X	COUNTERSIGNATURE OF AUTHORIZED AGENT
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180042-8-68



These policy provisions, together with all applicable terms, conditions and exclusions of the policy and the coverage parts and endorsement made a part hereof by designation in the Declarations, complete the Liability Coverage of this policy.

COVERAGE PART — COMPREHENSIVE GENERAL LIABILITY INSURANCE

1. INSURING AGREEMENT

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage to which this insurance applies, caused by an occurrence, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such **bodily injury or property damage**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

2. EXCLUSIONS

This insurance does not apply:

(a) to liability assumed by the insured under any contract or agreement except an **incidental contract**; but this exclusion does not apply to a warranty of fitness or quality of the **named insured's products** or a warranty that work performed by or on behalf of the **named insured** will be done in a workmanlike manner;

(b) to **bodily injury or property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any **automobile** or aircraft owned or operated by or rented or loaned to any **insured**, or (2) any other **automobile** or aircraft operated by any person in the course of his employment by any **insured**; but this exclusion does not apply to the parking of an **automobile** on premises owned by, rented to or controlled by the **named insured** or the ways immediately adjoining, if such **automobile** is not owned by or rented or loaned to any **insured**;

(c) to **bodily injury or property damage** arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any **mobile equipment** while being used in any prearranged or organized racing, speed or demolition context or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;

(d) to **bodily injury or property damage** arising out of and in the course of the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to any **insured**;

(e) to **bodily injury or property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any watercraft owned or operated by or rented or loaned to any **insured**, or (2) any other watercraft operated by any person in the course of his employment by any **insured**; but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the **named insured**;

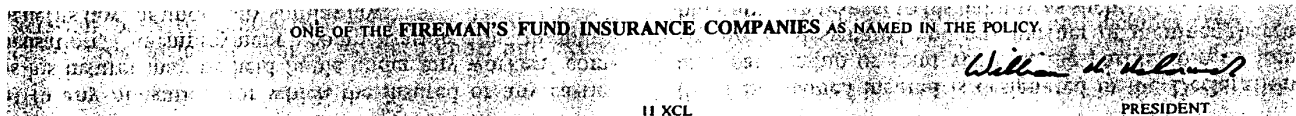
(f) to **bodily injury or property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(g) to **bodily injury or property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to an act or condition incident to any of the foregoing, with respect to (1) liability assumed by **insured** under an **incidental contract**, or (2) expenses for first aid under the Supplementary Payments provision;

(h) to **bodily injury or property damage** for which the **insured** or his indemnitee may be held liable (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or

(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person; but part (ii) of this exclusion does not apply with respect to liability of the **insured** or his indemnitee as an owner or lessor described in (2) above;

This Form must be attached to Change Endorsement when issued after the Policy is written.



STOCK NO. GL 00 02 01 73 REV.

PAGE ONE OF FOUR

(i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law;

(j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;

(k) to property damage to (1) property owned or occupied by or rented to the insured, (2) property used by the insured, or (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control; but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

(l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

(m) to loss of use of tangible property which has not been physically injured or destroyed resulting from (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured; but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

(n) to property damage to the named insured's products arising out of such products or any part of such products;

(o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use to the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

3. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

(a) if the named insured is designated in the Declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;

(b) if the named insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the named insured is designated in the Declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any other motor vehicle registration law, (i) an employee of the named insured while operating any such equipment in the course of his employment, and (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to: (1) bodily injury to any fellow employee of such person injured in the course of his employment, or (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

4. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage or (4) units of mobile equipment to which this policy applies, the Company's liability is limited as follows:

(a) Separate limits of liability for bodily injury liability and property damage liability.

The total liability of the Company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the Declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the Declarations as "aggregate."

The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the Declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the Declarations as "aggregate": (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below; (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures; (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

(b) Combined single limit of liability for bodily injury and property damage liability.

The total liability of the Company for all damages under all bodily injury liability and property damage liability coverages of this policy because of bodily injury or property damage sustained by one or more persons or organizations as a result of any one occurrence shall not exceed the limit of liability stated in the Declarations for "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages arising out of the products hazard and completed operations hazard shall not exceed the limits of liability stated in the Declarations as "aggregate."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all property damage to which the policy applies

(i) arising out of premises or operations rated on a remuneration basis or contractors equipment rated on a receipts basis, including liability assumed under any incident-

tal contract relating to such premises or operations or

(ii) arising out of and occurring in the course of operations, other than maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures, performed for the named insured by independent contractors and general supervision thereof by the named insured including liability assumed under any incidental contract relating to such operations

shall not exceed the limit of liability stated in the Declarations as "aggregate." Said aggregate limit of liability shall apply separately to (i) and (ii) and under each separately to each project away from premises owned by or rented to the named insured.

With respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state, province or other territorial jurisdiction, the stated limits of liability as respects each occurrence shall be applied to provide the separate limits of liability required by such law for bodily injury liability and property damage liability to the extent of the coverage required by such law, but the separate application of such limits shall not increase the total limit of the Company's liability.

For the purpose of determining the limit of the Company's liability under (a) or (b) above, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

5. POLICY PERIOD; TERRITORY

This insurance applies only to bodily injury or property damage which occurs during the Policy Period within the policy territory.

6. When used as a premium basis:

"admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

"cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

"receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate

item and remits directly to a governmental division;

"remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;

"sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

**COMMERCIAL LIABILITY
COVERAGE**

POLICY AMENDMENT

GENERAL LIABILITY

Amendatory Endorsement—Additional Definition

GL 00 19 07 78

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

GENERAL LIABILITY INSURANCE AND SMP LIABILITY INSURANCE

It is agreed that the following definition is added:

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is

finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

INSURANCE

This Form must be attached to Change Endorsement when issued after the Policy is written.

2-49 LA 310 07 53

CORRESPONDS TO ENDT #12

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

STOCK NO. GL 00 19 07 78

11XCL

Myron Du Bain
PRESIDENT

Question 2 - Angeles Chemical and Locke000049



BASIC COVERAGE	GENERAL LIABILITY
TITLE	MULTICOVER
FORM NO.	105161(9/83)

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER 2-49 LA 310 07 53	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

DECLARATIONS

THE PREMIUM FOR THIS POLICY AMENDMENT IS INCLUDED IN THE PREMIUM SHOWN ON THE GENERAL DECLARATIONS UNLESS A SPECIFIC AMOUNT IS SHOWN HERE:	
<input type="checkbox"/> ADDITIONAL PREMIUM \$ _____	<input type="checkbox"/> RETURN PREMIUM \$ _____

INSURANCE

AMENDMENT

AMENDED AS FOLLOWS:

IT IS AGREED THAT MULTI-COVER ENDORSEMENT 105161-09-83 INCLUDES THE FOLLOWING COVERAGE:

PREMISES MEDICAL PAYMENTS LIMIT OF LIABILITY: \$1,000.
EACH PERSON (UNLESS OTHERWISE INDICATED HEREIN).

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	 PRESIDENT 10XCL	COUNTERSIGNATURE OF AUTHORIZED AGENT
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COMMERCIAL COVERAGE

GENERAL LIABILITY **COPY**

General Liability Multi-Cover®

POLICY AMENDMENT

105161—09-83

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

DECLARATIONS

PERSONAL INJURY AND ADVERTISING LIABILITY AGGREGATE LIMIT SHALL BE THE PER OCCURRENCE BODILY INJURY LIABILITY LIMIT UNLESS OTHERWISE INDICATED HEREIN

\$.000 AGGREGATE

PREMISES MEDICAL PAYMENTS COVERAGE LIMIT OF LIABILITY \$1,000 EACH PERSON UNLESS OTHERWISE INDICATED HEREIN

\$.000 EACH PERSON

Such insurance as is afforded by the Policy for Comprehensive General Liability Insurance or Storekeeper's Insurance is amended to include the following additions and extensions of coverage:

1. CONTRACTUAL LIABILITY COVERAGE

(A) The definition of incidental contract is extended to include any oral or written contract or agreement relating to the conduct of the named insured's business.

(B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:

(1) to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;

(2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured, including

(a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and

(b) supervisory, inspection or engineering services;

(3) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of

(a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or

(b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;

(4) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;

(5) to bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property, and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements, or easement or license agreements in connection with vehicle or pedestrian private railroad crossings at grade.

(C) The following exclusions applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

11 XCL

James J. Hennehan
PRESIDENT

STOCK NO. 105161—09-83

PAGE ONE OF SIX

this Contractual Liability Coverage: (b), (c) (2), (d) and (e).

(D) the following additional condition applies:

Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

2. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

(A) The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the named insured's business, within the policy territory, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

(B) This insurance does not apply:

(1) to liability assumed by the insured under any contract or agreement;

(2) to personal injury or advertising injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured;

(3) to personal injury or advertising injury arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;

(4) to personal injury or advertising injury arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the insured with knowledge of the falsity thereof;

(5) to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the declarations of the policy as a named insured;

(6) to advertising injury arising out of

(a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or

(b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or

(c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;

(7) with respect to advertising injury

(a) to any insured in the business of advertising, broadcasting, publishing or telecasting, or

(b) to any injury arising out of any act committed by the insured with actual malice.

(C) Limits of Liability

Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

(D) Additional Definitions

"Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal Injury" means injury arising out of one or more of the following offenses committed during the policy period:

(1) false arrest, detention, imprisonment, or malicious prosecution;

(2) wrongful entry or eviction or other invasion of the right of private occupancy;

(3) a publication or utterance

(a) of a libel or slander or other defamatory or disparaging material, or

(b) in violation of an individual's right of privacy;

except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the named insured shall not be deemed personal injury.

3. PREMISES MEDICAL PAYMENTS COVERAGE

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises, or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under the policy.

This insurance does not apply:

(A) to bodily injury

(1) arising out of the ownership, maintenance, operation, use, loading or unloading of

(a) any automobile or aircraft owned or operated by or rented or loaned to any insured, or

(b) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

(2) arising out of

(a) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or

(b) the operation or use of any snowmobile or trailer designed for use therewith;

(i) owned or operated by or rented or loaned to any insured, or

(ii) operated by any person in the course of his employment by any insured;

(3) arising out of the ownership, maintenance, operation, use, loading or unloading of

(a) any watercraft owned or operated by or rented or loaned to any insured, or

(b) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on the insured premises;

(4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;

(B) to bodily injury

(1) included within the completed operations hazard or the products hazard;

(2) arising out of operations performed for the named insured by independent contractors other than

(a) maintenance and repair of the insured premises, or

(b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) resulting from the selling, serving or giving of any alcoholic beverage

(a) in violation of any statute, ordinance or regulation,

(b) to a minor,

(c) to a person under the influence of alcohol, or

(d) which causes or contributes to the intoxication of any person,

if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the named insured is such an owner or lessor;

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(C) to bodily injury

(1) to the named insured, any partner thereof, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;

(2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;

(3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;

(4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;

(6) if the named insured is a club, to any member of the named insured;

(7) if the named insured is a hotel, motel, or tourist court, to any guest of the named insured;

(D) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage is \$1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of bodily injury liability stated in the policy as applicable to "each occurrence".

When more than one medical payments coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

ADDITIONAL DEFINITIONS

When used herein:

"Insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

4. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (h) does not apply with respect to liability of the insured or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the named insured's business, provided the named insured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

5. FIRE AND/OR EXPLOSION LEGAL LIABILITY COVERAGE—REAL PROPERTY

With respect to property damage to structures or portions thereof rented to or leased to the named insured, including fixtures permanently attached thereto, if such property damage arises out of fire or explosion

(A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

(B) The limit of property damage liability as respects this Fire and/or Explosion Legal Liability Coverage—Real Property is \$50,000 each occurrence unless otherwise stated in the schedule of this endorsement.

(C) The Fire and/or Explosion Legal Liability Coverage—Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

6. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for property damage liability applies, subject to the following additional provisions:

(A) Exclusions (k) and (o) are replaced by the following:

(1) to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping;

(2) except with respect to liability under a written side-track agreement or the use of elevators

(a) to property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,

(b) to tools or equipment while being used by the insured in performing his operations,

(c) to property in the custody of the insured which is to be installed, erected or used in construction by the insured,

(d) to that particular part of any property, not on premises owned by or rented to the insured,

(i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or

(ii) out of which any property damage arises, or

(iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;

(3) with respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as "including completed operations", to property damage to work performed by the named insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.

(B) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

7. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of bodily injury is amended to include Incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

(A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith, or

(B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

(1) expenses incurred by the insured for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;

(2) any insured engaged in the business or occupation of providing any of the services described under 7 (A) and (B) above;

(3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under 7 (A) and (B) above.

8. NON-OWNED WATERCRAFT LIABILITY COVERAGE (33 feet and under in length)

Exclusion (c) does not apply to any watercraft 33 feet and under in length provided such watercraft is neither owned by the named insured nor being used to carry persons or property for a charge.

Where the insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

9. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of policy territory is amended to include the following:

(4) Anywhere in the world with respect to bodily injury, property damage, personal injury or advertising injury arising out of the activities of any insured permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph (4) above shall not apply:

(a) to bodily injury or property damage included within the completed operations hazard or the products hazard;

(b) to Premises Medical Payments Coverage.

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10. ADDITIONAL PERSONS INSURED

As respects bodily injury, property damage and personal injury and advertising injury coverages, under the provision "Persons Insured", the following are added as insureds:

(A) Spouse—Partnership—If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured;

(B) Employee—Any employee (other than executive officers) of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

(1) to bodily injury or personal injury to another employee of the named insured arising out of or in the course of his employment;

(2) to personal injury or advertising injury to the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;

(3) to property damage to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the named insured, or by the named insured or, if the named insured is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.

11. AMENDMENT OF OCCURRENCE DEFINITION

The definition of occurrence includes any intentional act by or at the direction of the insured which results in bodily injury, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

12. AUTOMATIC COVERAGE—NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word insured shall include as named insured any organization which is acquired or formed by the named insured and over which the named insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bodily injury, property damage, personal injury or advertising injury with respect to which such new organization under this policy is also an insured under any other similar liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the named insured.

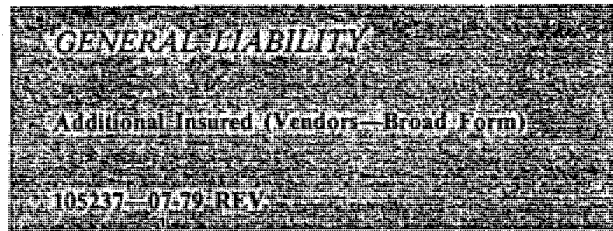
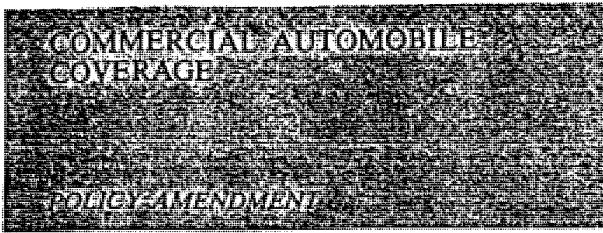
13. INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT

Paragraphs (a) and (b) of the condition entitled "Insured's Duties in the Event of Occurrence, Claim or Suit" are deleted and replaced by the following:

PAGE FIVE OF SIX

(A) In the event of an occurrence, written notice containing particulars sufficient to identify the insured, and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable after knowledge of such occurrence is had by the named insured, if an individual; by a partner, if the named insured is a partnership; or by an executive officer or insurance manager, if the named insured is a corporation.

(B) If a claim is made or suit is brought against the insured, every demand, notice, summons or other process received by the insured or its representative shall be immediately forwarded to the company; however, this condition will not be considered breached unless failure to forward such demand, notice, summons or other process to the company occurs after knowledge of such is had by the named insured, if an individual; by a partner, if the named insured is a partnership; or by an executive officer or insurance manager, if the named insured is a corporation.



IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER 2-49 1A 310 07 52	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

DECLARATIONS

DESIGNATED VENDOR

**STANDARD BRANDS
4300 W. 190TH STREET
TORRANCE, CA 90509**

REINFORCE

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:
COMPREHENSIVE GENERAL LIABILITY INSURANCE—COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated in the Declarations as vendor subject to the following provisions:

a. The insurance applies only to the distribution or sale by the vendor of the **named insured's** products and then only to any liability arising out of the **named insured's** negligence or any defect or condition in such product existing when such product was relinquished by the **named insured** to the vendor.

b. The insurance with respect to the vendor does not apply to any liability arising out of:

(1) Any express warranty unauthorized by the **named insured**;

(2) Any repacking of the product unless solely for the purpose of inspection, demonstration, testing or the substit-

tion of parts under instructions from the **named insured** and then repacked in the original container;


(3) Any product which after distribution or sale by the **named insured** has been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(4) Any failure to maintain the produce in merchantable condition;

(5) Any physical or chemical change in the form of the product made intentionally by the vendor.

c. The insurance does not apply to any person or organization as insured from whom the **named insured** has acquired such product or any ingredient, part or container, entering into, accompanying or containing such product.


This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY		CORRESPONDS TO ENDT #12
STOCK NO. 105237-07-79 REV.		 PRESIDENT

**COMMERCIAL LIABILITY
COVERAGE**

POLICY AMENDMENT

GENERAL LIABILITY

Amendment of Policy—Additional Condition

105244—08-80 REV.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

ALL INSURANCE OTHER THAN AUTOMOBILE

It is agreed that the following condition is added:

Two or More Policies. If this policy and any other policy issued to the named insured by the Company named in this policy or any company affiliated with the Company named in this policy apply to the same occurrence, the aggregate maximum limit of liability under all the policies shall not

exceed the highest applicable limit of liability under any one policy. This condition does not apply to any policy issued by the Company named in this policy or any company affiliated with the Company named in this policy specifically to apply as excess insurance over this policy.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

2-49 LA 310 07 53

CORRESPONDS TO ENDT #12

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

11XCL

Myron De Bane
PRESIDENT

STOCK NO. 105244—08-80 REV.

COPY

COMMERCIAL COVERAGE

GENERAL LIABILITY COVERAGE

Comprehensive General
Liability Insurance

POLICY COVERAGE

GL 00 02 01 73

These policy provisions, together with all applicable terms, conditions and exclusions of the policy and the coverage parts and endorsements made a part hereof by designation in the Declarations, complete the Liability Coverage of this policy.

COVERAGE PART — COMPREHENSIVE GENERAL LIABILITY INSURANCE

1. INSURING AGREEMENT

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage to which this insurance applies, caused by an occurrence, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

2. EXCLUSIONS

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or (2) any other automobile or aircraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;
- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;

(d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;

(e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any watercraft owned or operated by or rented or loaned to any insured, or (2) any other watercraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

(f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to (1) liability assumed by insured under an incidental contract, or (2) expenses for first aid under the Supplementary Payments provision;

(h) to bodily injury or property damage for which the insured or his indemnitee may be held liable (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person; but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

11 XCL

James J. McLaughlin
PRESIDENT

STOCK NO. GL 00 02 01 73 REV.

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(i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law;

(j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;

(k) to property damage to (1) property owned or occupied by or rented to the insured, (2) property used by the insured, or (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control; but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

(l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

(m) to loss of use of tangible property which has not been physically injured or destroyed resulting from (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured; but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

(n) to property damage to the named insured's products arising out of such products or any part of such products;

(o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use to the named insured's products of work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

3. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

(a) if the named insured is designated in the Declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;

(b) if the named insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the named insured is designated in the Declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any other motor vehicle registration law, (i) an employee of the named insured while operating any such equipment in the course of his employment, and (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to: (1) bodily injury to any fellow employee of such person injured in the course of his employment, or (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

4. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage or (4) units of mobile equipment to which this policy applies, the Company's liability is limited as follows:

(a) Separate limits of liability for bodily injury liability and property damage liability.

The total liability of the Company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the Declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the Declarations as "aggregate."

The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the Declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the Declarations as "aggregate": (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below; (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures; (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

(b) Combined single limit of liability for bodily injury and property damage liability.

The total liability of the Company for all damages under all bodily injury liability and property damage liability coverages of this policy because of bodily injury or property damage sustained by one or more persons or organizations as a result of any one occurrence shall not exceed the limit of liability stated in the Declarations for "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages arising out of the products hazard and completed operations hazard shall not exceed the limits of liability stated in the Declarations as "aggregate."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all property damage to which the policy applies

(i) arising out of premises or operations rated on a remuneration basis or contractors equipment rated on a receipts basis, including liability assumed under any incident-

tal contract relating to such premises or operations or

(ii) arising out of and occurring in the course of operations, other than maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures, performed for the named insured by independent contractors and general supervision thereof by the named insured including liability assumed under any incidental contract relating to such operations

shall not exceed the limit of liability stated in the Declarations as "aggregate." Said aggregate limit of liability shall apply separately to (i) and (ii) and under each separately to each project away from premises owned by or rented to the named insured.

With respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state, province or other territorial jurisdiction, the stated limits of liability as respects each occurrence shall be applied to provide the separate limits of liability required by such law for bodily injury liability and property damage liability to the extent of the coverage required by such law, but the separate application of such limits shall not increase the total limit of the Company's liability.

For the purpose of determining the limit of the Company's liability under (a) or (b) above, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

5. POLICY PERIOD; TERRITORY

This insurance applies only to bodily injury or property damage which occurs during the Policy Period within the policy territory.

6. When used as a premium basis:

"admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

"cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

"receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate

item and remits directly to a governmental division;

"remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;

"sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

COMMERCIAL AUTOMOBILE
COVERAGE

BUSINESS AUTO POLICY

POLICY COVERAGE

140583-11-81 (REV.)

These self-contained policy provisions, together with other applicable terms, conditions, exclusions, coverage parts and endorsements of this policy which are a part of this policy by designation in the Declarations, complete the Auto coverage provided by this policy. The premium is included in the Declarations of this Policy.

BUSINESS AUTO POLICY

In return for payment of the premium and subject to all the terms of this policy and the coverages and endorsements which are a part of this policy by designation in the Declarations, we agree with you as follows:

PART I — WORDS AND PHRASES WITH SPECIAL MEANING — READ THEM CAREFULLY

The following words and phrases have special meaning throughout the policy and appear, other than in the Declarations, in boldface type when used.

A. "You" and "your" mean the person or organization shown as the named insured in ITEM ONE of the Declarations.

B. "We", "us" and "our" mean the company providing the insurance.

C. "Accident" includes continuous or repeated exposure to the same conditions resulting in bodily injury or property damage the insured neither expected nor intended.

D. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not include mobile equipment.

E. "Bodily injury" means bodily injury, sickness or disease resulting from any of these.

F. "Insured" means any person or organization qualifying as an insured in the WHO IS INSURED section of the applicable insurance. Except with respect to our limit of liability, the insurance afforded applies separately to each insured who is seeking coverage or against whom a claim is made or suit is brought.

G. "Loss" means direct and accidental damage or loss.

H. "Mobile equipment" means any of the following type of land vehicles:

1. Specialized equipment such as: Bulldozers; Power shovels; Rollers, graders or scrapers; Farm machinery; Cranes; Street sweepers or other cleaners; Diggers; Fork-lifts; Pumps; Generators; Air Compressors; Drills; Other similar equipment.

2. Vehicles designed for use principally off public roads.

3. Vehicles maintained solely to provide mobility for such specialized equipment when permanently attached.

4. Vehicles not required to be licensed.

5. Autos maintained for use solely on your premises or that

part of the roads or other accesses that adjoin your premises.

I. "Property damage" means damage to or loss of use of tangible property.

J. "Trailer" includes semitrailer.

K. Description of Covered Auto Designation Symbols" when shown in Item Two of the Declarations means:

SYMBOL DESCRIPTION

1 = ANY AUTO.

2 = OWNED AUTOS ONLY.* Only those autos you own (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos whose ownership you acquire after the policy begins.

3 = OWNED PRIVATE PASSENGER AUTOS ONLY.* Only the private passenger autos you own. This includes those private passenger autos whose ownership you acquire after the policy begins.

4 = OWNED AUTOS OTHER THAN PRIVATE PASSENGER AUTOS.* Only those autos you own which are not of the private passenger type (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos, not of the private passenger type, whose ownership you acquire after the policy begins.

5 = OWNED AUTOS SUBJECT TO NO-FAULT.* Only those autos you own which are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos whose ownership you acquire after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.

6 = OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW.*

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

DECLARATION

11 XCL

STOCK NO. 140583-11-81 (REV.)

PRESIDENT

PAGE ONE OF EIGHT

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	Only those autos you own which, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject uninsured motorists insurance. This includes those autos whose ownership you acquire after the policy begins provided they are subject to the same state uninsured motorists requirement.		from any of your employees or members of their households.
7	= SPECIFICALLY DESCRIBED AUTOS. Only those autos described in ITEM FOUR (and for liability coverage any trailers you don't own while attached to any power unit described in ITEM FOUR).	9	= NONOWNED AUTOS ONLY. Only those autos you do not own, lease, hire or borrow which are used in connection with your business. This includes autos owned by your employees or members of their households but only while used in your business or your personal affairs.
8	= HIRED AUTOS ONLY. Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow	10	= Any other AUTOS. Only those specifically described in the covered auto description in ITEM TWO of the Declarations.

*Owned Autos include an auto leased to you under a leasing agreement of one year or more, including any substitute or replacement, for which the leasing agreement requires you to provide primary insurance for the lessor.

PART II — WHICH AUTOS ARE COVERED AUTOS

A. ITEM TWO in the Declarations shows the symbols of the autos that are covered autos for each of your coverages. The numerical symbols explained in PART I.K. describe which autos are covered autos. The symbols entered next to a coverage designate the only autos that are covered autos.

B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS.

1. If symbols "1", "2", "3", "4", "5" or "6" are entered next to a coverage in ITEM TWO, then you already have coverage for autos of the type described until the policy ends.

2. But, if symbol "7" is entered next to a coverage in ITEM TWO, an auto you acquire will be a covered auto for that coverage only if:

a. We already insure all autos that you own for that coverage or it replaces an auto you previously owned that had that coverage; and

b. You tell us within 30 days after you acquire it that you want us to insure it for that coverage.

C. CERTAIN TRAILERS AND MOBILE EQUIPMENT.

If the policy provides liability insurance, the following types of vehicles are covered autos for liability insurance:

1. Trailers with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.

2. Mobile equipment while being carried or towed by a covered auto.

PART III — WHERE AND WHEN THIS POLICY COVERS

We cover accidents and losses which occur during the policy period:

A. In the United States of America, its territories or posses-

sions, Puerto Rico or Canada; or

B. While the covered auto is being transported between any of these places.

PART IV — LIABILITY INSURANCE

A. WE WILL PAY.

1. We will pay all sums the insured legally must pay as damages because of bodily injury or property damage to which this insurance applies, caused by an accident and resulting from the ownership, maintenance or use of a covered auto.

2. We have the right and duty to defend any suit asking for these damages. However, we have no duty to defend suits for bodily injury or property damage not covered by this policy. We may investigate and settle any claim or suit as we consider appropriate. Our payment of the LIABILITY INSURANCE limit ends our duty to defend or settle.

B. WE WILL ALSO PAY.

In addition to our limit of liability, we will pay for the insured:

1. Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an accident we cover. We do not have to furnish these bonds.

2. Premiums on appeal bonds in any suit we defend.

3. Premiums on bonds to release attachments in a suit we defend but only for bonds up to our limit of liability.

4. All costs taxed to the insured in a suit we defend.

5. All interest accruing after the entry of the judgment in a

suit we defend. Our duty to pay interest ends when we pay or tender our limit of liability.

6. Up to \$50 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.

7. Other reasonable expenses incurred at our request.

C. WE WILL NOT COVER — EXCLUSIONS.

This insurance does not apply to:

1. Liability assumed under any contract or agreement.
2. Any obligation for which the insured or his or her insurer may be held liable under any workers' compensation or disability benefits law or under any similar law.
3. Any obligation of the insured to indemnify another for damages resulting from bodily injury to the insured's employee.
4. Bodily injury to any fellow employee of the insured arising out of and in the course of his or her employment.
5. Bodily injury to any employee of the insured arising out of and in the course of his or her employment by the insured. However, this exclusion does not apply to bodily injury to domestic employees not entitled to workers' compensation benefits.
6. Property damage to property owned or transported by the insured or in the insured's care, custody or control.
7. Bodily injury or property damage resulting from the handling of property:
 - a. Before it is moved from the place where it is accepted by the insured for movement into or onto the covered auto, or
 - b. After it is moved from the covered auto to the place where it is finally delivered by the insured.
8. Bodily injury or property damage resulting from the movement of property by a mechanical device (other than a hand truck) not attached to the covered auto.
9. Bodily injury or property damage caused by the dumping, discharge or escape of irritants, pollutants or contaminants. This exclusion does not apply if the discharge is sudden and accidental.

D. WHO IS INSURED.

1. You are an insured for any covered auto.
2. While any covered auto is rented or leased to you and is being used by or for you, its owner or anyone else from whom you rent or lease it is an insured but only for that covered auto. However, that covered auto's owner or anyone else from whom it is rented or leased is not an insured for liability resulting from defects or faulty workmanship.
3. Anyone else is an insured while using with your permission a covered auto you own, hire or borrow except:
 - a. The owner of a covered auto you hire or borrow from

one of your employees or a member of his or her household.

b. Someone using a covered auto while he or she is working in a business of selling, servicing, repairing or parking autos unless that business is yours.

c. Anyone other than your employees, a lessee or borrower or any of their employees, while moving property to or from a covered auto.

4. Anyone is an insured for his or her liability because of acts or omissions of an insured described above. However, the owner of or anyone else from whom you hire or borrow a covered auto is an insured only if that auto is a trailer connected to a covered auto you own.

E. OUR LIMIT OF LIABILITY

Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, our limit of liability is as shown in the Declarations and as defined below:

1. Combined bodily injury liability and property damage liability.

The most we will pay for all damages resulting from any one accident is the LIABILITY INSURANCE limit shown in the Declarations.

2. Separate limits of liability for bodily injury liability and property damage liability.

The most we will pay for all damages resulting from bodily injury to any one person caused by any one accident is the limit of Bodily Injury Liability shown in the Declarations for "each person".

Subject to the limit for "each person", the most we will pay for all damages resulting from bodily injury caused by any one accident is the limit of Bodily Injury Liability shown in the Declarations for "each accident".

The most we will pay for all damages resulting from property damage caused by any one accident is the limit of Property Damage Liability shown in the Declarations.

For the purpose of determining our limit of liability under 1. or 2. above, all bodily injury and property damage resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one accident.

F. OUT OF STATE EXTENSIONS OF COVERAGE.

1. While a covered auto is away from the state where it is licensed we will:

a. Increase this policy's liability limits to meet those specified by a compulsory or financial responsibility law in the jurisdiction where the covered auto is being used.

b. Provide the minimum amounts and types of other coverages, such as "No-Fault", required out of state vehicles by the jurisdiction where the covered auto is being used.

2. We will not pay anyone more than once for the same elements of loss because of these extensions.

PART V — AUTO MEDICAL PAYMENTS INSURANCE

A. WORDS AND PHRASES WITH SPECIAL MEANING:

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and

phrases have special meaning for AUTO MEDICAL PAYMENTS INSURANCE:

1. "Family member" means a person related to you, by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

B. WE WILL PAY.

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an insured who sustains bodily injury caused by accident. We will pay only those expenses incurred within three years from the date of the accident.

C. WE WILL NOT COVER — EXCLUSIONS.

This insurance does not apply to:

1. Bodily injury sustained by an insured while occupying a vehicle located for use as a premises.

2. Bodily injury sustained by you or any family member while occupying or struck by any vehicle (other than a covered auto) owned by you or furnished or available for your regular use.

3. Bodily injury sustained by any family member while occupying or struck by any vehicle (other than a covered auto) owned by or furnished or available for the regular use of any family member.

4. Bodily injury to your employee arising out of and in the course of employment by you. However, we will cover bodily injury to your domestic employees if not entitled to workers' compensation benefits.

5. Bodily injury to an insured while working in a business of selling, servicing, repairing or parking autos unless that business is yours.

6. Bodily injury caused by declared or undeclared war or insurrection or any of their consequences.

7. Bodily injury to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. WHO IS INSURED.

1. You or any family member while occupying or, while a pedestrian, when struck by any auto.

2. Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.

E. OUR LIMIT OF LIABILITY.

Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for bodily injury for each insured injured in any one accident is the limit of AUTO MEDICAL PAYMENTS shown in the Declarations.

F. CHANGES IN CONDITIONS.

The CONDITIONS of the policy are changed for AUTO MEDICAL PAYMENTS INSURANCE as follows:

1. OUR RIGHT TO RECOVER FROM OTHERS does not apply.

2. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible auto medical payments insurance.

PART VI — UNINSURED MOTORISTS INSURANCE

A. WORDS AND PHRASES WITH SPECIAL MEANING:

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTORISTS INSURANCE:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or trailer:

a. For which no liability bond or policy at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged, or

b. For which the sum of all liability bonds or policies at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged but their limits are less than the limit of this insurance, or

c. For which an insuring or bonding company denies coverage or is or becomes insolvent, or

d. Which is a hit-and-run vehicle and neither the driver nor

owner can be identified. The vehicle must hit an insured, a covered auto or a vehicle an insured is occupying.

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law.

b. Owned by a governmental unit or agency.

c. Designed for use mainly off public roads while not on public roads.

B. WE WILL PAY

1. We will pay all sums the insured is legally entitled to recover as damages from the owner or driver of an uninsured motor vehicle. The damages must result from bodily injury sustained by the insured caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the uninsured motor vehicle.

2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered auto is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.

3. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

C. WE WILL NOT COVER — EXCLUSIONS.

The insurance does not apply to:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Bodily injury sustained by you or any family member while occupying or struck by any vehicle owned by you or any family member which is not a covered auto.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. WHO IS INSURED.

1. You or any family member.
2. Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
3. Anyone for damages he is entitled to recover because of bodily injury sustained by another insured.

E. OUR LIMIT OF LIABILITY.

1. Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, our limit of liability is as follows:

The most we will pay for all damages resulting from bodily injury to any one person caused by any one accident is the limit shown in the Declarations for "each person".

Subject to the limit for "each person", the most we will pay for all damages resulting from bodily injury caused by any one accident is the limit shown in the Declarations for "each accident."

2. Any amount payable under this insurance shall be reduced by:
 - a. All sums paid or payable under any workers' compensation, disability benefits or similar law, and
 - b. All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY

INSURANCE.

3. Any amount paid under this insurance will reduce any amount an insured may be paid under the policy's LIABILITY INSURANCE.

F. CHANGES IN CONDITIONS.

The CONDITIONS of the policy are changed for UNINSURED MOTORISTS INSURANCE as follows:

1. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

2. YOUR DUTIES AFTER ACCIDENT OR LOSS is changed by adding the following:

- a. Promptly notify the policy if a hit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a suit is brought.

3. OUR RIGHT TO RECOVER FROM OTHERS is changed by adding the following:

If we make any payment and the insured recovers from another party, the insured shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following Condition is added:

ARBITRATION

a. If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or driver of an uninsured motor vehicle or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

PART VII — PHYSICAL DAMAGE

A. WE WILL PAY.

1. We will pay for loss to a covered auto or its equipment under:

- a. **Comprehensive Coverage.** From any cause except the covered auto's collision with another object or its overturn.
- b. **Specified Perils Coverage.** Caused by:
 - (1) Fire or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism;
 - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered auto.

c. **Collision Coverage.** Caused by the covered auto's collision with another object or its overturn.

d. **Combined Physical Damage Coverage.** From any cause including the covered auto's collision with another object or its overturn.

2. Towing.

We will pay up to \$25 for towing and labor costs incurred each time a covered auto of the private passenger type disabled. However, the labor must be performed at the place of disablement.

B. WE WILL ALSO PAY.

We will also pay up to \$10 per day to a maximum of \$30 for transportation expense incurred by you because of the total theft of a covered auto of the private passenger type. We will pay only for those covered autos for which you

carry either Comprehensive or Specified Perils Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered auto is returned to use or we pay for its loss.

C. WE WILL NOT COVER — EXCLUSIONS.

This insurance does not apply to:

1. Wear and tear, freezing, mechanical or electrical breakdown unless caused by other loss covered by this policy.
2. Blowouts, punctures or other road damage to tires unless caused by other loss covered by this policy.
3. Loss caused by declared or undeclared war or insurrection or any of their consequences;
4. Loss caused by the explosion of a nuclear weapon or its consequences.
5. Loss caused by radioactive contamination.
6. Loss to tape decks or other sound reproducing equipment not permanently installed in a covered auto.
7. Loss to tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
8. Loss to any sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the auto manufacturer for the installation of a radio.

D. HOW WE WILL PAY FOR LOSSES — THE MOST

WE WILL PAY.

1. At our option we may:

- a. Pay for, repair or replace damaged or stolen property; or
- b. For theft, return the stolen property, at our expense. We will pay for any damage that results to the auto from the theft.

2. The most we will pay for loss is the smaller of the following amounts:

- a. The amount shown in ITEM FOUR, Schedule of Autos You Own, in the Declarations.
- b. The actual cash value of the damaged or stolen property at the time of loss.
- c. The cost of repairing or replacing the damaged or stolen property with other of like kind or quality.

3. For each covered auto, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to loss caused by fire or lightning.

E. GLASS BREAKAGE — HITTING A BIRD OR ANIMAL — FALLING OBJECTS OR MISSILES.

We will pay for glass breakage, loss caused by hitting a bird or animal or by falling objects or missiles under Comprehensive Coverage for the damaged covered auto. However, you have the option of having glass breakage caused by a covered auto's collision or overturn considered a loss under Collision Coverage.

PART VIII — CONDITIONS

The insurance provided by this policy is subject to the following conditions:

A. YOUR DUTIES AFTER ACCIDENT OR LOSS.

1. You must promptly notify us or our agent of any accident or loss. You must tell us how, when and where the accident or loss happened. You must assist in obtaining the names and addresses of any injured persons and witnesses.
2. Additionally, you and other involved insureds must:
 - a. Cooperate with us in the investigation, settlement or defense of any claim or suit. No insured shall, except at his or her own cost, voluntarily make any payment, assume any obligation or incur any expense.
 - b. Immediately send us copies of any notices or legal papers received in connection with the accident or loss.
 - c. Submit at our expense and as often as we require to physical examinations by physicians we select.
 - d. Authorize us to obtain medical reports and other pertinent medical information.
3. Additionally, to recover for loss to a covered auto or its equipment you must do the following:
 - a. Permit us to inspect and appraise the damaged property before its repair or disposition.
 - b. Do what is reasonably necessary after loss at our expense

to protect the covered auto from further loss.

c. Submit a proof of loss when required by us.

d. Promptly notify the police if the covered auto or any of its equipment is stolen.

B. OTHER INSURANCE

1. For any covered auto you own this policy provides primary insurance. For any covered auto you don't own, the insurance provided by this policy is excess over any other collectible insurance. However, while a covered auto which is a trailer is connected to another vehicle the liability coverage this policy provides for the trailer:

a. Is excess while it is connected to a motor vehicle you don't own.

b. Is primary while it is connected to a covered auto you own.

2. When two or more policies cover on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the limit of our policy bears to the total of the limits of all the policies covering on the same basis.

C. OUR RIGHT TO RECOVER FROM OTHERS.

If we make any payment, we are entitled to recover what we paid from other parties. Any person to or for whom we make payment must transfer to us his or her rights of

recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

D. CANCELLING THIS POLICY DURING THE POLICY PERIOD.

1. You must cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
2. We may cancel the policy by mailing you at least 10 days notice at your last address known by us. We may deliver any notice instead of mailing it. Proof of mailing of any notice will be sufficient proof of notice.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.
4. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund, if any, will be computed in accordance with the customary short rate procedure. If we cancel, the refund, if any, will be computed pro rata.

E. LEGAL ACTION AGAINST US.

No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under **LIABILITY INSURANCE**, no legal action may be brought against us until we agree in writing that the insured has no obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization has any right under this policy to bring us into any action to determine the liability of the insured.

F. INSPECTION.

At our option we may inspect your property and operations at any time. These inspections are for our benefit only. By our right to inspect or by our making any inspection we make no representation that your property or operations are safe, not harmful to health or comply with any law, rule or regulation.

G. CHANGES.

This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium as of the effective date of change. If we revise this policy form to provide more coverage without additional premium charge your policy will automatically provide the additional coverage as of the date the revision is effective in your state.

H. TRANSFER OF YOUR INTEREST IN THIS POLICY.

Your rights and duties under this policy may not be assigned without our written consent.

I. NO BENEFIT TO BAILEE — PHYSICAL DAMAGE INSURANCE ONLY.

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this policy.

J. BANKRUPTCY.

Bankruptcy or insolvency of the insured shall not relieve us of any obligations under this policy.

K. APPRAISAL FOR PHYSICAL DAMAGE LOSSES.

1. If you and we fail to agree as to the amount of loss either may demand an appraisal of the loss. In such event, you and we shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately that actual cash value and the amount of loss, and, failing to agree, shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. You and we shall each pay the chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

2. We shall not be held to have waived any of our rights by any act relating to appraisal.

L. TWO OR MORE POLICIES ISSUED BY US.

If this policy and any other policy issued to you by us or any company affiliated with us apply to the same accident, the aggregate maximum limit of liability under all the policies shall not exceed the highest applicable limit of liability under any one policy. This condition does not apply to any policy issued by us or an affiliated company specifically to apply as excess insurance over this policy.

M. ESTIMATED ANNUAL PREMIUM.

The estimated annual premium for this policy is based on the exposures you told us you would have when this policy began.

We will compute your final premium due when we determine your actual exposures. The estimated annual premium will be credited against the final premium due and you will be billed for the balance, if any. If the estimated annual premium exceeds the final premium due you will get a refund. To determine your final premium due we may examine your records at any time during the period of coverage and up to three years afterward. If this policy is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies the provisions of this policy relating to all Medical Payments and Automobile Liability Insurance. It is agreed that:

1. This policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance

Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear

material or byproduct material;

"source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material

(a) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and

(b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basic, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"property damage" includes all forms of radioactive contamination of property.

IN WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary, but it shall not be binding upon us unless it is countersigned on the General Declarations page by one of our duly authorized agents.

SECRETARY

Jim Benedict

PRESIDENT

William H. Belmont

SAMPLE

COPY

Loss Payable Clause - CA 99 19 01 78

Policy Amendment Commercial Business Auto Coverage Form - Garage Coverage Form

Truckers' Coverage Form

Insured

Policy Number

Producer

Effective Date

Schedule

Loss payee

**Applicable to covered
Auto identified as**

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

- A. We will pay you and the loss payee named in the Declarations for **loss** to a covered **auto**, as interest may appear.
- B. The insurance covers the interest of the loss payee unless the **loss** results from fraudulent acts of omissions on your part.
- C. We may cancel the policy as allowed by CANCELLING THIS POLICY DURING THE POLICY PERIOD. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.
- D. If we make any payment to the loss payee, we will obtain his rights against any other party.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

President

CA9919 1-78

SAMPLE

SAMPLE

Mexico Endorsement- 101609 11 82

Policy Amendment Commercial Business Auto Coverage Form - Garage Coverage Form
Truckers' Coverage Form

This policy is extended to apply while any covered **auto** is being operated in the Republic of Mexico for a period not exceeding ten days at any one time. It is agreed that such insurance as is provided by this policy only by reason of the terms of this paragraph shall be excess insurance over any other valid and collectible insurance available to you.

Warning

Unless you have automobile insurance written by a

Mexican insurance company, you may spend many hours or days in jail, if you have an **accident** in Mexico. Insurance coverage should be secured from a company licensed under the laws of Mexico to write such insurance in order to avoid complications and some other penalties possible under the laws of Mexico, including the possible impoundment of your **auto**.

COPY

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

President

101609 11-82R

SAMPLE

COPY

ADDITIONAL INSURED — LESSOR (CA 20 01 12 80)	
INSURED	POLICY NUMBER
PRODUCER	EFFECTIVE DATE
INSURANCE COMPANY	
POLICY NUMBER	
EFFECTIVE DATE	EXPIRATION DATE
NAMED INSURED AND ADDRESS	
ADDITIONAL INSURED (LESSOR)	
DESIGNATION OR DESCRIPTION OF LEASED AUTOS	

This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

COVERAGES	LIMITS OF LIABILITY	
LIABILITY	EACH PERSON	EACH ACCIDENT
<input type="checkbox"/> COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY	XXXXXXXXX	\$
<input type="checkbox"/> BODILY INJURY LIABILITY	\$	\$
<input type="checkbox"/> PROPERTY DAMAGE LIABILITY	XXXXXXXXX	\$
<input type="checkbox"/> PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)	\$	
<input type="checkbox"/> COMBINED PHYSICAL DAMAGE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	
<input type="checkbox"/> COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	
<input type="checkbox"/> COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	
<input type="checkbox"/> SPECIFIED PERILS	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	COUNTERSIGNATURE OF AUTHORIZED AGENT
---	--------------------------------------

A. PHRASE WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

"Leased auto" means an auto leased to you for one year or more, including any substitute, replacement or extra auto needed to meet seasonal or other needs, under a leasing agreement which requires you to provide direct primary insurance for the lessor.

- B.** Any leased auto designated or described in this endorsement will be considered a covered auto you own and not a covered auto you hire or borrow. For a covered auto which is a leased auto WHO IS INSURED is changed to include as an insured the lessor named in this endorsement. However, the lessor is an insured only for bodily injury or property damage resulting from the acts or omissions of:
1. You
 2. Any of your employees or agents.
 3. Any person, except the lessor or any employee or agent of the lessor, operating a leased auto with the permission of any of the above.

C. LOSS PAYABLE CLAUSE

1. We will pay you and the lessor named in this endorsement for loss to a leased auto, as interest may appear.
2. The insurance covers the interest of the lessor unless the loss results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his rights against any other party.

D. CANCELLATION

1. If we cancel the policy, we will mail notice to the lessor in accordance with CANCELLING THIS POLICY DURING THE POLICY PERIOD.
 2. If you cancel the policy, we will mail notice to the lessor.
 3. Cancellation ends this agreement.
- E.** The lessor is not liable for payment of your premiums.



BASIC COVERAGE TITLE	GENERAL LIABILITY
FORM NO.	

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED ANGELES CHEMICAL CO., INC., ETAL	POLICY NUMBER 2-49 LA 310 07 53	SEQUENTIAL NO. 10
PRODUCER MAX BEHM & ASSOC., INC.	EFFECTIVE DATE 12/26/83	

DECLARATIONS

THE PREMIUM FOR THIS POLICY AMENDMENT IS INCLUDED IN THE PREMIUM SHOWN ON THE GENERAL DECLARATIONS UNLESS A SPECIFIC AMOUNT IS SHOWN HERE:

☐ ADDITIONAL PREMIUM \$ AT AUDIT

☐ RETURN PREMIUM \$ _____

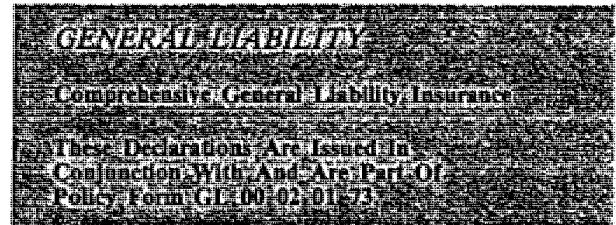
ADDING DWELLINGS-ONE FAMILY (LESSOR'S RISK ONLY)
CODE 314-012-65143-1 LOCATED 25001 VILLA VISTA,
MAMMOTH LAKES, CA 93546.
AMENDING MULTICOVER TO REFLECT ABOVE CHANGE.

AMENDMENT

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	 PRESIDENT 10XCL	COUNTERSIGNATURE OF AUTHORIZED AGENT
--	---------------------	--------------------------------------

STOCK NO. 140519-11-82

Question 2 - Angeles Chemical and Locke000075



IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER <u>0-40 1A 310 07 53</u>	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

DECLARATIONS

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES FOR WHICH LIMITS OF LIABILITY ARE STATED IN THE PLACE PROVIDED IN THESE DECLARATIONS.

COVERAGES	LIMITS OF LIABILITY	
	EACH OCCURRENCE	AGGREGATE
COMPREHENSIVE GENERAL LIABILITY COVERAGE PART		
BODILY INJURY LIABILITY	\$,000	\$,000
PROPERTY DAMAGE LIABILITY	\$,000	\$,000
COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY	\$ 500 ,000	\$ 500 ,000

THE AUDIT PERIOD SHALL BE: ☐ MONTHLY

☐ QUARTERLY

☒ ANNUALLY

GENERAL LIABILITY COMPOSITE RATED RISK PER COMPOSITE RATE ENDT ATTACHED.

OK

This Form must be attached to Change Endorsement when issued after the Policy is written.



STOCK NO. 5951 (C)-CGL-11-82



BASIC COVERAGE TITLE	MONOLINE POLICY
FORM NO.	ANNIVERSARY END'T
	SEE BELOW

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED ANGELES CHEMICAL CO., INC.	POLICY NUMBER 2-49 LA 310 07 53	SEQUENTIAL NO. 12
PRODUCER MAX BEHM & ASSOCIATES, INC.	EFFECTIVE DATE 1/1/84	

DECLARATIONS

THE PREMIUM FOR THIS POLICY AMENDMENT IS INCLUDED IN THE PREMIUM SHOWN ON THE GENERAL DECLARATIONS UNLESS A SPECIFIC AMOUNT IS SHOWN HERE:	
<input checked="" type="checkbox"/> ADDITIONAL PREMIUM \$ <u>45,540.</u>	<input type="checkbox"/> RETURN PREMIUM \$ _____

AMENDED AS FOLLOWS:

MAILING ADDRESS

P O BOX 2163

SANTA FE SPRINGS, CA 90670

INTERNET

AMENDMENT

THESE DECLARATIONS AND FORMS ATTACHED, REPLACE ALL PRIOR DECLARATIONS AND FORMS OF THE POLICY, EXCEPT WORKMAN'S COMPENSATION AND EMPLOYER'S LIABILITY POLICY, IF ANY. FORMS ATTACHED:

180042(8/68)2
GL00020173
GL00190778
105161(9/83)
105237(7/79 REV)
180001(1/65)
105244(8/80 REV)
140583(11/81 REV)
CA99190178
101609(11/82)
CA20011280
100904(11/82)
CA21020880

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	 PRESIDENT 10XCL	COUNTERSIGNATURE OF AUTHORIZED AGENT
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STOCK NO. 140519-11-82

Question 2 - Angeles Chemical and Locke000077



BASIC COVERAGE	GENERAL LIABILITY
TITLE	
FORM NO.	

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED ANGELES CHEMICAL CO., INC., ETAL	POLICY NUMBER 2-49 LA 310 07 53	SEQUENTIAL NO. 13
PRODUCER MAX BEHM & ASSOCIATES, INC.	EFFECTIVE DATE 3/31/84	

DECLARATIONS

THE PREMIUM FOR THIS POLICY AMENDMENT IS INCLUDED IN THE PREMIUM SHOWN ON THE GENERAL DECLARATIONS UNLESS A SPECIFIC AMOUNT IS SHOWN HERE:

☐ ADDITIONAL PREMIUM \$ _____

☒ RETURN PREMIUM ENDT. _____


INCL IN COMPOSITE RATE

DELETEING DWELLING-1 FAMILY-LESSOR'S RISK ONLY, CODE 314-003-65143-1
IN ITS ENTIRETY.

AMENDING MULTICOVER TO REFLECT ABOVE CHANGE.

REINSURANCE

AMENDMENT

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	 PRESIDENT 10XCL	COUNTERSIGNATURE OF AUTHORIZED AGENT
--	--	--------------------------------------

STOCK NO. 140519-11-82

This endorsement modifies the insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE — MANUFACTURERS' AND CO., CONTRACTORS' LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE

EXCLUSION

(Explosion Hazard, Collapse Hazard, Underground Property Damage Hazard) (GL 21 08)

It is agreed that the policy does not apply to property damage included within:

- (1) the explosion hazard in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which includes the symbol "x",
- (2) the collapse hazard in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which includes the symbol "c",
- (3) the underground property damage hazard in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which includes the symbol "u".

ADDITIONAL DEFINITIONS When used in reference to this insurance:

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract.

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract.

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

It is further agreed that:

- (1) Symbol "x" is deleted from classification code number(s): **313-28106**
- (2) Symbol "c" is deleted from classification code number(s):
- (3) Symbol "u" is deleted from classification code number(s):

SCHEDULE

20850x Alcoholic Beverage Mfg.	28106x Chemicals Mfg. — herbicides.
28106x Alcohol Mfg. — not beverage.	28106x Chemicals Mfg. — household.
19202sx Ammunition Mfg.	28106x Chemicals Mfg. — industrial.
19202sx Ammunition Mfg. — including component parts for hand-guns, rifles and shotguns.	28106x Chemicals Mfg. — pesticides.
50221sx Anhydrous Ammonia Distributing.	28106x Chemicals Mfg.
29111x Asphalt or Tar Distilling or Refining.	14001x Clay or Shale Digging — no canal, sewer or cellar excavation or underground mining.
17885sxc Building or Structure Raising, Moving or Underpinning — including incidental shoring, removal or rebuilding of walls, foundations, columns or piers.	16235xcu Cofferdam Work — including pile driving, excavation, masonry or concrete work up to completion of substructure only.
17805xcu Caisson Work — foundations for buildings — including pile driving, excavation, masonry or concrete work up to completion of substructure only.	16285xcu Conduit Construction for Cables or Wires.
16235xcu Caisson Work — not foundations for buildings — including pile driving, excavation, masonry or concrete work up to completion of substructure only.	73912xcu Contractors' Equipment — cranes, derricks, power shovels and equipment incidental thereto — rented to others with operators including installation, repair or removal.
28106x Calcium Carbide Mfg.	17861cu Contractors' Equipment — earth moving equipment other than cranes, derricks and power shovels — rented to others with operators including installation, repair or removal.
30792x Cellophane and Cellophane Products Mfg.	73916xu Contractors' Equipment — steam boilers, compressors, air pressure tanks, pneumatic tools and equipment incidental thereto — rented to others with operators including installation, repair or removal.
30792x Celluloid and Celluloid Articles Mfg. — excluding film.	
29902x Charcoal Mfg. — including distillation.	
28705x Chemicals Mfg. — agricultural.	

(Continued on Reverse Side)

POLICY NUMBER	INSURED	EFFECTIVE
2-49 LA 310 07 53		
ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY		PRODUCER
		COUNTERSIGNATURE OF AUTHORIZED AGENT

Policy No. LC2648139
01/01/78 - 01/01/79

missing: 100803, 100804 & 300414 (all ^{into} ~~terms~~)

NAME: Max Bohm & Associates, Inc. 14 NEW 2-264.81 39
 POLICY NUMBER: 03 630
 FINANCIAL: GENERAL LIABILITY AUTOMOBILE LIABILITY
 SFV 202

01 FIREMAN'S FUND INSURANCE COMPANY
 07 NATIONAL SURETY CORPORATION
 18 THE AMERICAN INSURANCE COMPANY 15 AMERICAN AUTOMOBILE INSURANCE COMPANY

DECLARATIONS

<p>1 INSURING COMPANY (SEE ABOVE)</p> <p>NAMED INSURED AND ADDRESS (NUMBER, STREET, TOWN, COUNTY, STATE, ZIP CODE)</p> <p>Angelus Chemical Co., Inc. Sealton Tank Lines, Inc. 8915 Sorenson Ave Santa Fe Springs, CA 90670</p>	<p>ITEM 4. BUSINESS OF THE NAMED INSURED IS Wholesale Sales & Distribution of Industrial Services</p> <p>ITEM 5. LOCATIONS OF ALL PREMISES OWNED, RENTED OR CONTROLLED BY NAMED INSURED</p> <p style="text-align: center;">Same 6</p> <p>(ENTER "SAME" IF SAME LOCATION AS ADDRESS) (ITEM 1)</p> <p>ITEM 6. INTEREST OF NAMED INSURED IN SUCH PREMISES</p> <p><input type="checkbox"/> OWNER <input type="checkbox"/> TENANT <input type="checkbox"/> GENERAL LESSEE</p> <p>ITEM 7. PART OCCUPIED BY NAMED INSURED</p> <p>ITEM 8. AUDIT PERIOD: ANNUAL, UNLESS OTHERWISE STATED</p>
<p>ITEM 2. POLICY PERIOD</p> <p>FROM 1/1/78 TO 1/1/79</p> <p>12:01 A.M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN</p> <p>ITEM 3. THE NAMED INSURED IS</p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> OTHER</p>	

ITEM 9. THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING PARTS AND COVERAGES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL THE TERMS OF THIS POLICY HAVING REFERENCE THERETO.

PART	COVERAGES	LIMITS OF LIABILITY			ESTIMATED PREMIUM
		EACH PERSON	EACH OCCURRENCE	AGGREGATE	
I	COMPREHENSIVE } A. BODILY INJURY LIABILITY	XXXXXXX	\$ As ,000	\$ Per ,000	\$ 11,043.
	GENERAL LIABILITY } B. PROPERTY DAMAGE LIABILITY	XXXXXXX	\$1 ,000	\$ Indt. ,000	\$ 7,315.
II	COMPREHENSIVE } C. BODILY INJURY LIABILITY	Per ,000	\$1 ,000	XXXXXXX	\$ 9,730.
	AUTOMOBILE } D. PROPERTY DAMAGE LIABILITY	XXXXXXX	\$ Indt. ,000	XXXXXXX	\$ 1,944.
AUTOMOBILE	COMPREHENSIVE	AS SHOWN IN SCHEDULE OF COVERAGE PART			\$ 1,184.
PHYSICAL DAMAGE	COLLISION				\$ 3,721.

ADDITIONAL COVERAGE PART(S)		
FORM NUMBER	DESCRIPTION	
100803	Automobile Medical Payments Insurance	180.
100802	Protection Against Uninsured Motorists Insurance	130.

ENDORSEMENTS (IDENTIFY BY FORM NUMBER)

100258; 100004; 100807; 180012; 100640; 10071; 101038; 100647; 103040;
 105214; 105160; 105161; 180017; 180146; 101021; 100903; 100904; 300414; 100956; 101021;

TOTAL ESTIMATED PREMIUM \$ 35,267.

ADVANCE PREMIUM \$ 35,267.

DATE OF ISSUE: 3/13/78 avp

MEXICO MOTORISTS — SPECIAL ADDITIONAL PROVISION

WARNING

Unless you have automobile insurance written by a Mexican insurance company, you may spend many hours or days in jail, if you have an accident in Mexico. Insurance coverage should be secured from a company licensed under the laws of Mexico to write such insurance in order to avoid complications and some other penalties possible under the laws of Mexico, including the possible impoundment of your automobile.

**FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY**

71-X

Myron Du Bois

PRESIDENT

100258—10-67

3342982168

LOSS PAYABLE CLAUSE

Loss or damage, if any, under the policy shall be payable as interest may appear to the Lienholder as shown below and this insurance as to the interest of the Bailment Lessor, Conditional Vendor, Mortgagee or other secured party or Assignee of Bailment Lessor, Conditional Vendor, Mortgagee or other secured party (herein called the Lienholder) shall not be invalidated by any act or neglect of the Lessee, Mortgagor, Owner of the within described automobile or other Debtor nor by any change in the title or ownership of the property; provided, however, that the conversion, embezzlement or secretion by the Lessee, Mortgagor, Purchaser or other Debtor in possession of the property insured under a bailment lease, conditional sale, mortgage or other security agreement is not covered under such policy, unless specifically insured against and premium paid therefor; and provided, also, that in case the Lessee, Mortgagor, Owner or other Debtor shall neglect to pay any premium due under such policy the Lienholder shall, on demand, pay the same.

Provided also, that the Lienholder shall notify the Company of any change of ownership or increase of hazard which shall come to the knowledge of said Lienholder and, unless permitted by such policy, it shall be noted thereon and the Lienholder shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise such policy shall be null and void.

The Company reserves the right to cancel such policy at any time as provided by its terms, but in such case the Company shall notify the Lienholder when not less than ten days thereafter such cancellation shall be effective as to the interest of said Lienholder therein and the Company shall have the right, on like notice, to cancel this agreement.

If the insured fails to render proof of loss within the time granted in the policy conditions, such Lienholder shall do so within sixty days thereafter, in form and manner as provided by the policy, and further, shall be subject to the provisions of the policy relating to appraisal and time of payment and of bringing suit.

Whenever the Company shall pay the Lienholder any sum for loss or damage under such policy and shall claim that, as to the Lessee, Mortgagor, Owner or other Debtor, no liability therefor existed, the Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the debt, or may at its option, pay to the Lienholder the whole principal due or to grow due on the mortgage or other security agreement with interest, and shall thereupon receive a full assignment and transfer of the mortgage or other security agreement and of all such other securities; but no subrogation shall impair the right of the Lienholder to recover the full amount of its claim.

Whenever a payment of any nature becomes due under the policy, separate payment may be made to each party at interest provided the Company protects the equity of all parties.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of such policy, other than as above stated.

LIENHOLDER		
NAME	ADDRESS	

POLICY NUMBER	INSURED	EFFECTIVE

FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY <i>Myron Dew Bain</i> PRESIDENT	PRODUCER
	COUNTERSIGNATURE OF AUTHORIZED AGENT

70-X

100004-8-64

COPY

3328930131

FFIC 96 PF00002770

COVERAGE PART — AUTOMOBILE PHYSICAL DAMAGE INSURANCE CP-00-35
(FLEET AUTOMATIC)

SCHEDULE

ITEM 1. THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES AND, UNDER EACH SUCH COVERAGE, APPLIES ONLY TO SUCH COVERED AUTOMOBILES AS ARE INDICATED, BY ENTRY HEREIN, OF ONE OR MORE OF THE DESIGNATING NUMERALS FOR THAT PURPOSE APPEARING IN ITEM 4. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED OR DESIGNATED HEREIN, SUBJECT TO ALL THE TERMS OF THIS INSURANCE HAVING REFERENCE THERETO.

COVERAGES	COVERED AUTOMOBILES	LIMIT OF LIABILITY — EACH COVERED AUTOMOBILE			ADVANCE PREMIUM
		IF ACTUAL CASH VALUE (ACV) ENTER "ACV" AND DEDUCTIBLE	IF STATED AMOUNT, ENTER AMOUNT AND DEDUCTIBLE	OTHERWISE ENTER "S" MEANING "AS SEPARATELY STATED IN ITEM 1 (C)"	
COMPREHENSIVE		\$	\$	\$	\$
COLLISION		\$	\$	\$	\$
FIRE, LIGHTNING OR TRANSPORTATION		\$	\$	\$	\$
THEFT		\$	\$	\$	\$
WINDSTORM, HAIL, EARTHQUAKE OR EXPLOSION		\$	\$	\$	\$
COMBINED ADDITIONAL		\$	\$	\$	\$
TOWING		\$ 25 FOR EACH DISABLEMENT			\$

ENDORSEMENTS ATTACHED:

ADVANCE PREMIUM FOR ENDORSEMENTS \$

TOTAL ADVANCE PREMIUM \$

MAXIMUM LIMIT OF LIABILITY: ANY ONE COVERED AUTOMOBILE \$ ALL COVERED AUTOMOBILES AT ANY ONE LOCATION \$ ALL COVERED AUTOMOBILES \$

RECORDS TO BE SUBMITTED: MONTHLY ☐ QUARTERLY ☐ SEMI-ANNUALLY ☐ ANNUALLY ☐ AUDIT PERIOD: MONTHLY ☐ QUARTERLY ☐ SEMI-ANNUALLY ☐ ANNUALLY ☐

ITEM 2. COVERED AUTOMOBILES AS OF EFFECTIVE DATE OF THIS INSURANCE

(A) DESCRIPTION: PURPOSES OF USE — (P & S = PLEASURE AND BUSINESS; C = COMMERCIAL)

AUTO	YEAR MODEL, TRADE NAME, BODY TYPE — CAPACITY (TRUCK LOAD, GALLONAGE, BUS SEATING); IDENTIFICATION (I), SERIAL (S), MOTOR (M) NO., CYLINDERS (NO.); MODEL	PRINCIPALLY GARAGED IN (TOWN, STATE)	PURPOSE OF USE	CLASSIFICATION
1.				
2.				
3.				

(B) FACTS RESPECTING PURCHASE

AUTO	LIST PRICE	ACTUAL COST	PURCHASED MO. & YEAR	NEW USED (N) (U)	RATING SYMBOL	ANY LOSS UNDER COVERAGES OTHER THAN TOWING IS PAYABLE AS INTEREST MAY APPEAR TO THE NAMED INSURED AND THE LOSS PAYEE NAMED BELOW:
1.						
2.						
3.						

(C) LIMIT OF LIABILITY (IF NOT STATED IN ITEM 1); NET RATE; ADVANCE PREMIUM:

AUTO	LIMIT OF LIABILITY — EACH COVERED AUTOMOBILE DESCRIBED IN (A) ABOVE AND COVERED FOR COVERAGE TYPE THIS COLLISION				NET RATES	ADVANCE PREMIUM						
	AMT. OR "ACV" &	DEDUCTIBLE	"ACV" &	DEDUCTIBLE		COMPREHENSIVE	COLLISION	FIRE, LIGHTNING OR TRANSPORTATION	THEFT	WINDSTORM, HAIL, EARTHQUAKE OR EXPLOSION	COMBINED ADDITIONAL	TOWING
1.						\$	\$	\$	\$	\$	\$	\$
2.						\$	\$	\$	\$	\$	\$	\$
3.						\$	\$	\$	\$	\$	\$	\$
TOTALS						\$	\$	\$	\$	\$	\$	\$

"ACV" = ACTUAL CASH VALUE

ITEM 3. EXCEPT WITH RESPECT TO BAILEMENT LEASE, CONDITIONAL SALE, PURCHASE AGREEMENT, MORTGAGE OR OTHER ENCUMBRANCE, THE NAMED INSURED IS THE SOLE OWNER OF EVERY COVERED AUTOMOBILE DESIGNATED IN ITEM 1 AS COVERED UNDER THIS INSURANCE, UNLESS OTHERWISE STATED HEREIN:

ITEM 4. EXPLANATION OF ENTRIES IN ITEM 1 FOR DESIGNATING THE COVERED AUTOMOBILES TO WHICH THIS INSURANCE APPLIES UNDER EACH COVERAGE AFFORDED:

1 — ALL COVERED AUTOMOBILES
2 — ALL REGISTERED COVERED AUTOMOBILES
3 — ALL COVERED AUTOMOBILES OF THE PRIVATE PASSENGER TYPE
4 — ALL COVERED AUTOMOBILES OF THE COMMERCIAL TYPE
5 — THE COVERED AUTOMOBILES DESCRIBED IN ITEM 3 (INCLUDING NEWLY ACQUIRED VEHICLES, SUBJECT TO THE PROVISIONS OF PARAGRAPH (B) OF THE "COVERED AUTOMOBILE" DEFINITION)
6 — EXCLUDING VEHICLES LEASED TO THE NAMED INSURED
7 — EXCLUDING UNDER COLLISION COVERAGE, ANY VEHICLE NOT HAVING AN ACTUAL CASH VALUE OF AT LEAST \$

I. COVERAGE AGREEMENTS

The Company will pay for loss to covered automobiles under:

COMPREHENSIVE COVERAGE — from any cause except collisions; but, for the purpose of this coverage, breakage of glass and loss caused by missiles, falling objects, fire, theft or larceny, windstorm, hail, earthquake, explosion, riot or civil commotion, malicious mischief or vandalism, water, flood, or colliding with a bird or animal, shall not be deemed loss caused by collisions;

COLLISION COVERAGE — caused by collisions;

FIRE, LIGHTNING OR TRANSPORTATION COVERAGE — caused by (a) fire or lightning, (b) smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the covered automobile is located, or (c) the stranding, sinking, burning, collision or derailment of any conveyance in or upon which the covered automobile is being transported;

THEFT COVERAGE — caused by theft or larceny;

WINDSTORM, HAIL, EARTHQUAKE OR EXPLOSION COVERAGE — caused by windstorm, hail, earthquake or explosion;

COMBINED ADDITIONAL COVERAGE — caused by (a) windstorm, hail, earthquake or explosion, (b) riot or civil commotion, (c) the forced landing or falling of any aircraft or its parts or equipment, (d) malicious mischief or vandalism, (e) flood or rising waters, or (f) external discharge or leakage of water;

provided that, with respect to each covered automobile, (i) under the Comprehensive coverage (except as to loss from any of the causes described in the Fire, Lightning or Transportation coverage) and under the Collision coverage, such payment shall be only for the amount of each loss in excess of the deductible amount, if any, stated in the schedule as applicable thereto; (ii) under the Combined Additional coverage, \$25 shall be deducted from the amount of each loss caused by malicious mischief or vandalism.

The Company will pay under:

TOWING COVERAGE — for towing and labor costs necessitated by the disablement of covered automobiles, provided the labor is performed at the place of disablement.

SUPPLEMENTARY PAYMENTS

In addition to the applicable limits of liability, the Company will:

(a) with respect to such transportation insurance as is afforded herein, pay general average and salvage charges for which the named insured becomes legally liable;

(b) reimburse the named insured, in the event of a theft covered by this insurance of an entire covered automobile of the private passenger type (not used as a public or livery conveyance and not at time of theft, being held for sale by an automobile dealer), for expense incurred for the rental of a substitute for such covered automobile during the period commencing 48 hours after such theft has been

(Continued on Reverse Side)

POLICY NUMBER	INSURED	EFFECTIVE
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY		PRODUCER
<i>Myron R. Bain</i> PRESIDENT		COUNTERSIGNATURE OF AUTHORIZED AGENT

100807-10-74

COPY

3328930132

(Continued from Obverse Side)

reported to the Company and the police and terminating, regardless of expiration of the policy period, when such covered automobile is returned to use, or the Company pays for the loss; but, as to any one such theft, such reimbursement shall not exceed \$10 for any one day nor \$300 total.

Such insurance as is afforded under each coverage applies separately to each covered automobile, and a land motor vehicle and one or more trailers or semitrailers attached thereto shall be held to be separate covered automobiles as respects limits of liability and any deductible provisions applicable thereto.

Exclusions
This insurance does not apply:
(a) to any covered automobile while used as a public or livery conveyance, unless such use is specifically declared and described in the schedule;
(b) to damage which is due and confined to: (i) wear and tear, or (ii) freezing, or (iii) mechanical or electrical breakdown or failure, unless such damage is the result of other loss covered by this insurance;
(c) to tires, unless (i) loss be coincident with and from the same cause as other loss covered by this insurance; or (ii) damaged by fire, by malicious mischief or vandalism or stolen and, as to the covered automobile, loss caused by such damage or theft is covered by this insurance;
(d) to loss due to (i) war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing; (ii) radioactive contamination;
(e) to loss to (i) any device or instrument designed for the recording, reproduction, or recording and reproduction of sound unless such device or instrument is permanently installed in the covered automobile; (ii) any tape, wire, record disc or other medium for use with any device or instrument designed for the recording, reproduction, or recording and reproduction of sound;
(f) to loss to a camper body designed for use with a covered automobile and not designated in the schedule and for which no premium has been charged if such camper body was owned at the inception of the policy period or the inception of any renewal or extension period thereof;
(g) under the Comprehensive and Theft coverages, to loss or damage due to conversion, embezzlement or secretion by any person in possession of a covered automobile under a bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance;
(h) under the Collision coverage, to breakage of glass if insurance with respect to such breakage is otherwise afforded herein;
(i) under the Windstorm, Hail, Earthquake or Explosion and Combined Additional coverages, to loss resulting from rain, snow or sleet, whether or not wind-driven.

II. LIMIT OF LIABILITY
The limit of the Company's liability for loss to any one covered automobile shall not exceed the least of the following amounts:
(a) the actual cash value of such covered automobile, or if the loss is to a part thereof the actual cash value of such part, at time of loss; or
(b) what it would then cost to repair or replace such covered automobile or part thereof with other of like kind and quality, with deduction for depreciation; or
(c) the limit of liability stated in the schedule as applicable to "each covered automobile" under the coverage afforded for the loss to such covered automobile, provided that if such limit of liability is expressed as a stated amount it shall, with respect to a covered automobile newly acquired during the policy period and not described in the schedule, be deemed as having been replaced by "actual cash value"; and, subject to the above provisions, shall not in any event exceed the amount, if any, stated in the schedule as the "maximum limit of liability" applicable to any one covered automobile.

The total limit of the Company's liability for all loss directly attributable to a single happening out of which loss occurs shall not exceed:
(a) as to all covered automobiles at any one location, the amount, if any, stated in the schedule as the "maximum limit of liability" applicable thereto, subject to the above provisions respecting any one covered automobile;
(b) as to all covered automobiles, the amount, if any, stated in the schedule as the "maximum limit of liability" applicable thereto, subject to the above provisions respecting (i) any one covered automobile and (ii) any one location.

III. POLICY PERIOD; TERRITORY; PURPOSES OF USE
This insurance applies only to loss which occurs during the policy period, while the covered automobile is within the United States of America, its territories or possessions, or Canada, or is being transported between parts thereof and, if a covered automobile described in the schedule, is maintained and used for the purposes stated therein as applicable thereto.

IV. ADDITIONAL DEFINITIONS
When used in reference to this insurance (including endorsements forming a part of the policy):
"camper body" means a body designed to be mounted upon a covered automobile and equipped as sleeping or living quarters;
"collision" means (i) collision of a covered automobile with another object or with a vehicle to which it is attached, or (ii) upset of such covered automobile;
"commercial type" means (i) a land motor vehicle of the truck, pick-up, express, sedan or panel delivery type, including truck-type tractors, trailers and semitrailers, used for the transportation or delivery of goods or merchandise or for other business purposes, or (ii) an altered private passenger type vehicle used for retail or wholesale delivery;
"covered automobile" means a land motor vehicle, trailer or semitrailer, including its equipment and other equipment permanently attached thereto (but not including robes, wearing apparel or personal effects), which is either:
(a) designated in the schedule, by description or otherwise, as a covered automobile to which this insurance applies and is: (i) owned by the named insured, or (ii) leased to the named insured for a term of not less than one year under an agreement expressly prohibiting any right of the lessor or owner to use such vehicle during the term of such lease except either as an operator employed by the named insured or for its repair or exchange; or
(b) if not so designated, such vehicle is newly acquired by the named insured during the policy period provided, however, that: (i) it replaces a described covered automobile, or as of the date of its delivery this insurance applies to all covered automobiles, and (ii) the named insured notifies the Company within 30 days following such delivery date;
but "covered automobile" does not include a vehicle owned by or registered in the name of any individual partner or executive officer of the named insured, unless specifically stated otherwise by endorsement forming a part of the policy;
"loss" means direct and accidental loss or damage;
"private passenger type" means a 4-wheel land motor vehicle of the private passenger or station wagon type;
as to "purpose of use":
"commercial" means use principally in the business occupation of the named insured as stated in the declarations, including occasional use for personal, pleasure, family and other business purposes;
"pleasure and business" means personal, pleasure, family and business use.

V. CONDITIONS
None of the Conditions of the policy shall apply to this insurance except "Premium", "Inspection and Audit", "Subrogation", "Changes", "Assignment", "Cancellation", and "Declarations". This insurance shall also be subject to the following additional Conditions:

Named Insured's Duties in Event of Loss

In the event of loss the named insured shall:

(a) protect the covered automobile, whether or not this insurance applies to the loss, and any further loss or damage due to the named insured's failure to protect shall not be recoverable under this insurance; reasonable expenses incurred in affording such protection shall be deemed incurred at the Company's request;
(b) give notice thereof as soon as practicable to the Company or any of its authorized agents and also, in the event of theft or larceny, to the police;
(c) file with the Company, within 91 days after loss, his sworn proof of loss in such form and including such information as the Company may reasonably require and, upon the Company's request, shall exhibit the damaged property and submit to examination under oath;
(d) cooperate with the Company and, upon the Company's request, shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the named insured because of loss with respect to which this insurance applies; and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses;
but the named insured shall not, except at his own cost, voluntarily make any payment, assume any obligation, offer or pay any reward for recovery of stolen property or incur any expense other than as specifically provided in this insurance.

Payment for Loss
With respect to any loss covered by this insurance, the Company may pay for said loss in money, or may:
(a) repair or replace the damaged or stolen property, or
(b) return at its expense any stolen property to the named insured, with payment for any resultant damage thereto, at any time before the loss is so paid or the property is so replaced, or
(c) take all or any part of the damaged or stolen property at the agreed or appraised value,
but there shall be no abandonment to the Company.

Appraisal
If the named insured and the Company fail to agree as to the amount of loss, either may, within 60 days after proof of loss is filed, demand an appraisal of the loss. In such event the named insured and the Company shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The named insured and the Company shall each pay its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The Company shall not be held to have waived any of its rights by any act relating to appraisal.

Action Against the Company
No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this insurance nor until 30 days after proof of loss is filed and the amount of loss is determined as provided in this insurance.

Other Insurance
If the named insured has other insurance against a loss covered by this insurance, the Company shall not be liable under this insurance for a greater proportion of such loss than the applicable limit of liability stated in the schedule bears to the total applicable limit of liability of all valid and collectible insurance against such loss; provided, however, with respect to any covered automobile newly acquired during the policy period and not described in the schedule, this insurance shall not apply to any loss against which the named insured has other valid and collectible insurance.

No Benefit to Bailee
None of the provisions of this insurance shall insure directly or indirectly to the benefit of any carrier or other bailee for hire.
Terms of Insurance Conformed to Statute
Terms of this insurance which are in conflict with the statutes of the state wherein this insurance is issued are hereby amended to conform to such statutes.

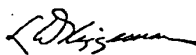
EPIC 96 PF00002771

LOSS PAYABLE CLAUSE
(Optional — Pacific Coast Form)

NAME AND ADDRESS OF LOSS PAYEE	REFERENCE TO "PROPERTY" IN THIS ENDORSEMENT MEANS: (SCHEDULE, ITEM NUMBER, ETC.)
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With respect to the interest of the Lienholder named as Loss Payee above, its successors and assigns, (hereinafter called the Lienholder) in its capacity as conditional Vendor or Mortgagee or otherwise, in the property insured under this policy, this Company hereby agrees as follows:

1. Loss or damage, if any, to the property described in this policy shall be payable firstly to the Lienholder and secondly to the insured, as their interests may appear, provided nevertheless that upon demand by the Lienholder upon the Company for separate settlement the amount of said loss shall be paid directly to the Lienholder to the extent of its interest and the balance, if any, shall be payable to the insured.
2. The insurance under this policy as to the interest only of the Lienholder shall not be impaired in any way by any change in the title or ownership of the property or by any breach of warranty or condition of the policy, or by any omission or neglect, or by the performance of any act in violation of any terms or conditions of the policy or because of the failure to perform any act required by the terms or conditions of the policy or because of the subjection of the property to any conditions, use or operation not permitted by the policy or because of any false statement concerning this policy or the subject thereof, by the insured or the insured's employees, agents or representatives; whether occurring before or after the attachment of this agreement, or whether before or after the loss; PROVIDED, however, that the wrongful conversion, embezzlement or secretion by the Purchaser, Mortgagor, or Lessee in possession of the insured property under mortgage, conditional sale contract, lease agreement, or other contract is not covered under this policy, unless specifically insured against and premium paid therefor.
3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy, this Company agrees to give written notice to the Lienholder of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lienholder hereunder that the Lienholder when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lienholder shall decline to pay said premium or additional premium, the rights of the Lienholder under this Automobile Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lienholder.
4. If the Company elects to cancel this policy in whole or in part for non-payment of premium, or for any other reason, the Company will forward a copy of the cancellation notice to the Lienholder at its office specified hereinafter concurrently with the sending of notice to the insured but in such case this policy shall continue in force for the benefit of the Lienholder only for ten (10) days after written notice of such cancellation is received by the Lienholder. In no event, as to the interest only of the Lienholder, shall cancellation of any insurance under this policy covering the property described in the policy be effected at the request of the insured before ten (10) days after written notice of request for cancellation shall have been given to the Lienholder by the Company. In the event of cancellation of this policy the unearned premium shall be paid to the Lienholder, provided the said Lienholder has advanced the premium.
5. If there be any other insurance upon the within-described property, this Company shall be liable under this policy as to the Lienholder only for the proportion of such loss or damage that the sum hereby insured bears to the whole amount of valid and collectible insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lienholder, and to the extent of payment so made this Company shall be subrogated (pro rata with all other insurers contributing to said payment) to all of the Lienholder's rights of contribution under said other insurance.
6. Whenever this Company shall pay to the Lienholder any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company at its option, may pay to the Lienholder the whole principal sum and interest due or to become due from the insured on the obligation secured by the property insured under this policy, (with refund of all interest not accrued), and this Company shall thereupon receive a full assignment and transfer, without recourse, of said obligation and the security held as collateral thereto; but no subrogation shall impair the right of the Lienholder to recover the full amount of its claim.
7. The coverage granted under this policy shall continue in full force and effect as to the interest of the Lienholder only, for a period of ten (10) days after expiration of said policy unless an acceptable policy in renewal thereof with loss thereunder payable to the Lienholder in accordance with the terms of this Automobile Loss Payable Endorsement shall have been issued by some insurance company and accepted by the Lienholder. In the event of a loss not otherwise covered during the extended ten (10) day period herein referred to, an annual policy covering the same hazards to the property insured under the original policy shall be issued and accepted by the Lienholder and Mortgagor.
8. Should the ownership and right of possession of any of the property covered under this policy become vested in the Lienholder or its agent, this policy shall continue for the term thereof for the benefit of the Lienholder (with all incidents of ownership of the policy) but, in such event, Paragraphs two (2), five (5) and six (6) of this Automobile Loss Payable Endorsement shall no longer apply; provided, nevertheless, all privileges and endorsements which, by reason of the printed conditions of this policy, are or may be necessary to maintain the validity of the contract are hereby granted for a period of thirty (30) days and all notices likewise required to be given to the Company by the insured are hereby waived for a period of thirty (30) days with the exception of requirements applying at the time of or subsequent to a loss.
9. All notices herein provided to be given by the Company to the Lienholder in connection with this policy and this Automobile Loss Payable Endorsement shall be mailed to or delivered to the Lienholder at the address of its office or branch shown in this endorsement.

POLICY NUMBER	INSURED	EFFECTIVE
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY	PRODUCER	
	COUNTERSIGNATURE OF AUTHORIZED AGENT	
 PRESIDENT	70-X	

Automobile

OUT-OF-STATE INSURANCE ENDORSEMENT
(A979a)

It is agreed that, subject to all the provisions of the policy except where modified herein, the following provision is added:

If, under the provisions of the motor vehicle financial responsibility law or the motor vehicle compulsory insurance law or any similar law of any state or province, a non-resident is required to maintain insurance with respect to the operation or use of a motor vehicle in such state or province and such insurance requirements are greater than the insurance provided by the policy, the limits of the Company's liability and the kinds of coverage afforded by the policy shall be as set forth in such law, in lieu of the insurance otherwise provided by the policy, but only to the extent required by such law and only with respect to the operation or use of a motor vehicle in such state or province; provided that the insurance under this provision shall be reduced to the extent that there is other valid and collectible insurance under this or any other motor vehicle insurance policy. In no event shall any person be entitled to receive duplicate payments for the same elements of loss.

**FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY**

71-X

Myron Du Bois

PRESIDENT

100640-6-73

FOREIGN CAR OR DISCONTINUED MAKE ENDORSEMENT

It is understood and agreed that if in consequence the make and type of automobile insured hereunder is of FOREIGN MAKE or MANUFACTURE DISCONTINUED, it should, in event of loss or damage hereunder, be found impossible to readily replace the insured automobile or any part thereof with other of the same make and kind at reasonable cost in the usual way from purchasable stock, then the Company's liability for the cost of repairs and/or replacements hereunder shall not exceed the cost of such repair and/or replacements of automobiles of standard makes and similar type.

All other terms and conditions of this policy remaining unchanged.

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

81-X

Myron R. Bain

PRESIDENT

100071-8-64

COMPREHENSIVE COVERAGE — DEDUCTIBLE

It is agreed that the first paragraph of the Comprehensive Coverage insuring agreement is replaced by the following:

To pay for loss caused other than by collision to the owned automobile or to a non-owned automobile but only for the amount of each such loss in excess of the deductible amount stated in the declarations as applicable hereto. For the purpose of this coverage, breakage of glass and loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, or colliding with a bird or animal, shall not be deemed to be loss caused by collision.

**FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY**

71-X

Myron Du Buisson

PRESIDENT

101038-2-76

LEASED CAR ENDORSEMENT

IT IS AGREED THAT THE AUTOMOBILE DESCRIBED BELOW OR DESIGNATED IN THE POLICY AS SUBJECT TO THIS ENDORSEMENT SHALL BE DEEMED TO BE OWNED BY THE NAMED INSURED WHILE HIRED BY THE NAMED INSURED UNDER LONG TERM CONTRACT. THE INSURANCE UNDER THE LIABILITY COVERAGES OF THE POLICY SHALL COVER AS AN INSURED THE OWNER OR LESSEE OF SUCH AUTOMOBILE, BUT ONLY AS A PERSON OR ORGANIZATION LEGALLY RESPONSIBLE FOR THE ACTUAL USE OF SUCH AUTOMOBILE BY AN INDIVIDUAL WHO IS OTHERWISE AN INSURED UNDER THE POLICY WITH RESPECT TO SUCH AUTOMOBILE.

DESCRIPTION OF AUTOMOBILE: 1977 Mercury Marquis Brougham Cpe. #9706
1977 Oldsmobile Cutlass Supreme #3689
1976 Jaguar XJS Coupe #2287

LEASED FROM: Boulevard Leasing
1890 Long Beach Blvd.
Long Beach, CA 90806

POLICY NUMBER	INSURED	EFFECTIVE
LC 264 81 39		
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY <i>Myron R. Bain</i> PRESIDENT 70-X	PRODUCER	
	COUNTERSIGNATURE OF AUTHORIZED AGENT	

100647-6-73

COVERAGE PART — COMPREHENSIVE GENERAL LIABILITY INSURANCE

SCHEDULE

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL THE TERMS OF THIS POLICY HAVING REFERENCE THERETO.

COVERAGES		LIMITS OF LIABILITY				
A. BODILY INJURY LIABILITY		\$	As	,000 EACH OCCURRENCE		
		\$	Per	,000 AGGREGATE		
B. PROPERTY DAMAGE LIABILITY		\$	CSL	,000 EACH OCCURRENCE		
		\$	Endt.	,000 AGGREGATE		
GENERAL LIABILITY HAZARDS						
DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUM	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
PREMISES — OPERATIONS						
Chemical Mfg.	52-28106X	(A) AREA (SQ. FT.)	(A) PER 100 SQ. FT. OF AREA			
		(B) FRONTAGE	(B) PER LINEAR FT.			
	X	(C) REMUNERATION	(C) PER \$100 OF REMUNERATION			
		c)55,000	1.608	.504	884.	277.
		c)55,000	---	.279	---	153.
Truckmen	52-42133	c)35,000	1.157	.531	405.	186.
Excess Limits	48-99901	Flat				45.
Multi Cover	48-90003	10%			1,004.	665.
ESCALATORS (NUMBER AT PREMISES)						
NAI		NUMBER INSURED	PER LANDING			
INDEPENDENT CONTRACTORS						
NAI		COST	PER \$100 OF COST			
COMPLETED OPERATIONS						
NAI		(A) RECEIPTS	(A) PER \$1,000 OF RECEIPTS			
PRODUCTS						
		(B) SALES	(B) PER \$1,000 OF SALES			
Chemical Mfg.	55-28905a	b)700,000	2.880	3.960	2,016.	2,772.
Manufacturers Representatives	55-89981	b)1,000,000	.802	.370	3,368.	1,554.
Stores, N.O.C.	55-50991	b)2,100,000	1.603	.792	3,366.	1,663.
ENDORSEMENTS ATTACHED					TOTAL ADVANCE PREMIUM ▶ \$ 18,358.	

ADDITIONAL DECLARATIONS

LOCATION OF ALL PREMISES OWNED BY, RENTED TO OR CONTROLLED BY THE NAMED INSURED (ENTER "SAME" IF LOCATION SAME AS ADDRESS IN ITEM 1 OF DECLARATIONS)	INTEREST OF NAMED INSURED IN SUCH PREMISES: <input type="checkbox"/> OWNER <input type="checkbox"/> TENANT <input type="checkbox"/> GENERAL LESSEE
	PART OCCUPIED BY NAMED INSURED

The foregoing discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

L COVERAGE A—BODILY INJURY LIABILITY

COVERAGE B—PROPERTY DAMAGE LIABILITY

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of Coverage A: bodily injury or Coverage B: property damage to which this insurance applies, caused by an occurrence, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to liability assumed by the insured under any contract or agreement except —

(b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or (2) any other automobile or aircraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;

(c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;

(d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;

(e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any watercraft owned or operated by or rented or loaned to any insured, or (2) any other watercraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

(f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to (1) liability assumed by the insured under an incidental contract, or (2) expenses for first aid under the Supplementary Payments Provision;

(h) to bodily injury or property damage for which the insured or his indemnitee may be held liable (1) as a person or organization engaged in the business of manufacturing, distributing, selling, or serving alcoholic beverages, or (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person; but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

(i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;

(k) to property damage to (1) property owned or occupied by or rented to the insured, (2) property used by the insured, or (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control; but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

(l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

(m) to loss of use of tangible property which has not been physically injured or destroyed resulting from (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured; but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

(n) to property damage to the named insured's products arising out of such products or any part of such products;

(o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law, (i) an employee of the named insured while operating any such equipment in the course of his employment, and (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization; provided that no person or organization shall be an insured under this paragraph (e) with respect to: (1) bodily injury to any fellow employee of such person injured in the course of his employment, or (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii). This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows:

Coverage A—The total liability of the Company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as "aggregate".

Coverage B—The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the schedule as "aggregate": (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below; (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage...

THE COMPANY DESIGNATED ON THE DECLARATIONS PAGE
(Mailing Address: P.O. Box 3395, San Francisco, California 94119)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the Company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

SUPPLEMENTARY PAYMENTS

The Company will pay, in addition to the applicable limit of liability;

- a) all expenses incurred by the Company, all costs taxed against the insured in any suit defended by the Company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;
- b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident

or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds;

(c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;

(d) reasonable expenses incurred by the insured at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

Form

5900 1-73

CONDITIONS

1. Premium: All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the Company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the policy period and at such times during the policy period as the Company may direct.

2. Inspection and Audit: The Company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The Company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. Financial Responsibility Laws: When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. Insured's Duties in the Event of Occurrence, Claim or Suit:

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

(c) The insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings

and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. Action Against Company: No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations hereunder.

6. Other Insurance: The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. Subrogation: In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

8. **Changes:** Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

9. **Assignment:** Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

10. **Three Year Policy:** If this policy is issued for a period of three years any limit of the Company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. **Cancellation:** This policy may be cancelled by the named insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary, but the same shall not be binding upon the Company unless countersigned by an authorized agent of the Company.

Jim Benedict
SECRETARY

Myron Du Bain
PRESIDENT

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies the provisions of the policy relating to ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

It is agreed that:

I. This policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (a) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the Company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. **Declarations:** By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE—MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE

EXCLUSION

(Explosion Hazard, Collapse Hazard, Underground Property Damage Hazard) (G330)

It is agreed that the policy does not apply to property damage included within:

- (1) the explosion hazard in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which includes the symbol "x",
- (2) the collapse hazard in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which includes the symbol "c",
- (3) the underground property damage hazard in connection with operations identified in the policy or in the schedule of this endorsement by a classification code which includes the symbol "u".

ADDITIONAL DEFINITIONS When used in reference to this insurance:

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

It is further agreed that:

- (1) Symbol "x" is deleted from classification code number(s): **52-28106x**
- (2) Symbol "c" is deleted from classification code number(s):
- (3) Symbol "u" is deleted from classification code number(s):

SCHEDULE

19202sx	Ammunition or Explosives Mfg.—including cartridge charging or loading, cap, primer or detonator mfg.	73912xcu	Contractors' Equipment—cranes, derricks, power shovels, and equipment incidental thereto—rented to others with operators—including installation, repair or removal.
50221sx	Anhydrous Ammonia Distributing.	17861cu	Contractors' Equipment—earth moving equipment other than cranes, derricks and power shovels—rented to others with operators—including installation, repair or removal.
29111x	Asphalt or Tar Distilling or Refining.	73916xu	Contractors' Equipment—steam boilers, compressors, air pressure tanks, pneumatic tools, and equipment incidental thereto—rented to others with operators—including installation, repair or removal.
17885sxc	Building or Structure Raising, Moving or Underpinning—including incidental shoring, removal or rebuilding of walls, foundations, columns or piers.	73911u	Contractors' Equipment (excluding automobiles)—rented to others with operators—including installation, repair or removal.
17805xcu	Caisson Work—foundations for buildings—including pile driving, excavation, masonry or concrete work up to completion of substructure only.	20405x	Corn Products Mfg.
16235xcu	Caisson Work—not foundations for buildings—including pile driving, excavation, masonry or concrete work up to completion of substructure only.	20901x	Cottonseed Oil Mfg.—solvent extraction process.
29902x	Charcoal Mfg.—including distillation.	16232xcu	Dam or Reservoir Construction.
28106x	Chemical Mfg.	20406x	Dextrine Mfg.
28705x	Chemicals Mfg.—Agricultural.	49115xcu	Electric Light or Power Companies—including outside salesmen, collectors and meter readers—including completed operations except with respect to the installation, servicing or repair of appliances.
14001x	Clay or Shale Digging—no canal, sewer or cellar excavation or underground mining.		
16235xcu	Coffer-Dam Work—including pile driving, excavation, masonry or concrete work up to completion of substructure only.		
16285xcu	Conduit Construction—for cables or wires.		

(Continued on Reverse Side)

POLICY NUMBER	INSURED	EFFECTIVE
LC 204 51 39		
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY		PRODUCER
<i>Myron Du Bain</i> PRESIDENT		COUNTERSIGNATURE OF AUTHORIZED AGENT

105214-4-77

(Continued from Obverse Side)

49116sxc	Electric Light or Power Cooperatives—Rural Electrification Administration Projects only—including outside salesmen, collectors and meter readers—including completed operations except with respect to the installation, servicing or repair of appliances.	48100sxx	Pipe Lines—oil-operation, including maintenance.
16242xc	Electric Light or Power Line Construction—Rural Electrification Administration Projects only.	30792x	Plastic Materials and non-vulcanizable elastomers Mfg.
16245xcu	Electric Light or Power Line Construction.	17185u	Plumbing—gas, steam, hot water or other pipe fitting—including house connections, shop and retail stores or display rooms.
15111xcu	Excavation.	28515x	Putty, Caulking Compounds or Allied Products Mfg.
19202sx	Explosives or Ammunition Mfg.—including cartridge charging or loading, cap, primer or detonator mfg.	30793x	Pryoxyl in Plastic Goods Mfg.
20403x	Feed Mfg.—preparation of cereal or compound feeds for livestock.	14001x	Quarries—including the operation of crushers.
49221sxcu	Gas Companies—natural gas—local distribution—including outside salesmen, collectors and meter readers—including completed operations except with respect to the installation, servicing or repair of appliances.	16215x	Railroad Construction—including laying, relaying or removal of tracks or maintenance of way by contractors.
59810x	Gas Dealers.	28218x	Resins Mfg.—synthetic.
59851sx	Gas Dealers—liquefied petroleum gas.	28220x	Rubber Mfg.—vulcanizable elastomers.
49252sxcu	Gas Distributing—liquefied petroleum gas—local distribution by gas mains or piping from central tanks to ultimate consumers—including meter readers—including completed operations except with respect to the installations, servicing or repair of appliances.	17885sxc	Salvage Operations—including incidental wrecking, shoring or other structural work, the handling of machinery in damaged buildings, and salesmen or clerical at site of wrecking.
16225xcu	Gas Mains or Connections Construction—including tunneling at street crossings.	14001x	Sand or Gravel Digging—no canal, sewer, cellar excavation or underground mining.
28103x	Gas Mfg.—industrial.	17181u	Septic Tank Systems installation, maintenance or repair including house connections, shop and retail stores or display rooms.
28102x	Gas Mfg.—oxygen, hydrogen or acetylene.	16225xcu	Sewer Mains or Connections Construction—including tunneling at street crossings.
49251sxcu	Gas Works—including outside salesmen, collectors, and meter readers—including completed operations except with respect to the installation, servicing or repair of appliances.	16235xcu	Shaft Sinking—including pile driving, excavation, concrete work or lining.
50851x	Gasoline or Oil Dealers.	32811x	Slate Splitting or Mfg. of Roofing Slate.
3210dexz	Gasoline Recovery—from casing head or natural gas.	20402x	Starch Mfg.
3831x	Geophysical Exploration—seismic method—all employees, including completed operations.	49610xcu	Steam Heating or Power companies—not electric—including outside salesmen, collectors and meter readers—including completed operations except with respect to the installation, servicing, or repair of appliances.
17313xcu	Grading of Land.	16225xcu	Steam Mains or Connections Construction—including tunneling at street crossings.
2211x	Grain Elevator Operation—including local managers.	32905x	Stone Crushing.
0402x	Grain Milling.	16112xcu	Street or Road Construction or Maintenance—State, County, City or Other Governmental Units.
6205xcu	Iron or Steel Erection—subway construction.	16115xcu	Street or Road Construction or Reconstruction—clearing of right-of-way, excavation, filling or grading, bridge or culvert building.
6255xu	Irrigation or Drainage System Construction—including pile driving or dredging.	16125xcu	Street or Road Paving or Repaving, Surfacing or Resurfacing or Scraping.
7311xcu	Landscape Gardening—including completed operations.	16205xcu	Subway Construction.
2703x	Lime Mfg.—including quarrying.	17802xcu	Swimming Pools—below ground—installation, servicing and repair—including completed operations.
3411x	Magnesium Metal Mfg.	48110u	Telephone or Telegraph Companies—including outside salesmen, collectors, messengers and clerical—including completed operations.
4001x	Mining—surface.	16245xcu	Telephone, Telegraph or Fire Alarm Line Construction.
2002x	Mining.	16235xcu	Tunneling—including lining.
3851dexz	Oil or Gas Well Shooting.	17885sxc	Underpinning Buildings or Structures—including incidental shoring, removal or rebuilding of walls, foundations, columns or piers.
3851x	Oil or Gasoline Dealers.	16225xcu	Water Mains or Connections Construction—including tunneling at street crossings.
3122dexz	Oil Lease Operators or Gas Lease Operators—natural gas—including completed operations.	49411xcu	Water Works—including outside salesmen, collectors and meter readers—including completed operations except with respect to the installation, servicing or repair of appliances.
3121dexz	Oil Lease Operators or Gas Lease Operators—natural gas—within the limits of any town or city, on the right-of-way of any railroad, or in any ocean, gulf or bay—including completed operations.	17785x	Welding or Cutting
3901x	Oil Mfg.—vegetables—by solvent extraction process.		WRECKING
3112x	Oil Refining—petroleum.	17811xc	Wrecking of pre-fabricated dwellings not exceeding three stories in height for re-erection—including completed operations.
3102x	Oxygen or Hydrogen Mfg.—electrolytic process.	17822sxc	Wrecking Buildings or Structures—not marine—including salesmen or clerical at site of wrecking—including completed operations.
3512x	Paint, Varnish, Shellac or Lacquer Mfg.		
7805xcu	Pile Driving—building foundations only.		
3294cu	Pile Driving—including timber wharf building		
3296cu	Pile Driving—sonic method.		
3365xcu	Pipe Line Construction—including pile driving or dredging		
3222sx	Pipe Lines—gas-operation, including maintenance.		

This endorsement modifies insurance as is afforded by the provisions of policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE	OWNERS' LANDLORDS' AND TENANTS' LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE	MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE	OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE

SINGLE LIMIT ENDORSEMENT

Such insurance as is afforded by the policy applies subject to the following provisions:

1. The limit of the Company's liability for damages, including damages for care and loss of services, under all **bodily injury** liability and **property damage** liability coverages, shall be a single limit of liability as stated herein:

EACH OCCURRENCE	AGGREGATE
\$ 500,000.	\$ 500,000.

2. All provisions in the policy captioned "Limits of Liability" containing reference to the Company's liability on account of **bodily injury** liability or **property damage** liability are deleted.

3. The following provision is added to the policy:

Limits of Liability

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, (3) claims made or suits brought on account of **bodily injury** or **property damage** or (4) units of **mobile equipment** to which this policy applies, the Company's liability is limited as follows:

The total liability of the Company for all damages under all **bodily injury** liability and **property damage** liability coverages of this policy because of **bodily injury** or **property damage** sustained by one or more persons or organizations as a result of any one **occurrence** shall not exceed the limit of liability shown above for "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages arising out of the **products hazard** and **completed operations hazard** shall not exceed the limits of liability stated above as "aggregate."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all **property damage** to which the policy applies

(i) arising out of premises or operations rated on a remuneration basis or contractors equipment rated on a receipts basis, including liability assumed under any **incidental contract** relating to such premises or operations; or

(ii) arising out of and occurring in the course of operations, other than maintenance or repairs at premises owned by or rented to the **named insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures, performed for the **named insured** by independent contractors and general supervision thereof by the **named insured** including liability assumed under any **incidental contract** relating to such operations; or

(iii) included within the **contractual liability property damage coverage**

shall not exceed the limit of liability stated above as "aggregate." Said aggregate limit of liability shall apply separately to (i), (ii) and (iii) and under each separately to each project away from premises owned by or rented to the **named insured**.

4. For the purpose of determining the limit of the Company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

5. With respect to any **occurrence** for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state, province or other territorial jurisdiction, the above stated limits of liability as respects each **occurrence** shall be applied to provide the separate limits of liability required by such law for **bodily injury** liability and **property damage** liability to the extent of the coverage required by such law, but the separate application of such limits shall not increase the total limit of the Company's liability.

POLICY NUMBER	INSURED		EFFECTIVE
LC 264 81 39			
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY		PRODUCER	
<i>Myron Du Bain</i> PRESIDENT		COUNTERSIGNATURE OF AUTHORIZED AGENT	
70-X			

105160-5-73

GENERAL LIABILITY MULTI/COVER® ENDORSEMENT

Such insurance as is afforded by the policy for Comprehensive General Liability Insurance or Storekeeper's Liability Insurance is amended to include the following additions and extensions of coverage:

I. PERSONAL INJURY LIABILITY

1. The definition of "bodily injury" is amended to read:

"bodily injury" means (a) bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom, and (b) personal injury committed in the conduct of the named insured's business.

2. When used in this policy, personal injury means:

Group A—false arrest, detention or imprisonment, or malicious prosecution;

Group B—the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;

Group C—wrongful entry or eviction, or other invasion of the right of private occupancy;

if such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada.

3. Solely as respects the insurance applicable to personal injury, the exclusions of the policy are deleted and replaced by the following:

This insurance does not apply:

(a) to personal injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;

(b) to personal injury arising out of any publication or utterance described in Group B, if the injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;

(c) to personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof.

4. With respect to the insurance afforded for personal injury:

(a) Section II PERSONS INSURED is amended to read:

II Persons Insured: Each of the following is an insured to the extent set forth below:

(1) if the named insured is designated in the declarations as an individual, the person so designated and his spouse;

(2) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(3) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

(b) The word "damages" when used in reference to bodily injury shall include damages which are payable because of an offense described in Group A, B or C to which insurance as respects personal injury applies.

5. **Limits of Liability:** Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain personal injury, or (3) claims made or suits brought on account of personal injury, the total limit of the Company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate."

SCHEDULE			
PERSONAL INJURY LIABILITY			
AGGREGATE LIMIT SHALL BE THE PER OCCURRENCE BODILY INJURY LIABILITY LIMIT UNLESS OTHERWISE INDICATED HEREIN.			
LIMIT OF LIABILITY \$	AGGREGATE		
CLASSIFICATION CODE	PREMIUM BASIS		PREMIUMS
			BODILY INJURY
			PROPERTY DAMAGE
48-90003	10 %	OF THE GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETERMINED.	\$ 1,004.
	%	OF THE GARAGE INSURANCE — HAZARD 1 BODILY INJURY AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETERMINED.	\$
	%	OF THE GARAGE INSURANCE — HAZARD 2 BODILY INJURY AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETERMINED.	\$
MINIMUM PREMIUM \$25.00		TOTAL PREMIUM	\$ 1,669.(Incl.)

POLICY NUMBER	INSURED		EFFECTIVE
LC 264 81 39			
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY		PRODUCER	
Myron Du Bain PRESIDENT		COUNTERSIGNATURE OF AUTHORIZED AGENT	
		70-X	

AUTOMOBILE — GENERAL LIABILITY INSURANCE

THREE-YEAR ENDORSEMENT

It is agreed that such insurance as is afforded by the policy applies subject to the following provisions:

1. The policy period stated in the declarations is comprised of three consecutive annual periods.
2. Computation and adjustment of earned premium shall be made at the end of each annual period.
3. If the premium for the three year period is not paid in advance, the premiums for each annual period of this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums in effect on the inception date of each annual period.

POLICY NUMBER	INSURED	EFFECTIVE
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY <i>Myron A. Baird</i> PRESIDENT	PRODUCER	COUNTERSIGNATURE OF AUTHORIZED AGENT
	70-X	

180017-4-74

AMENDATORY ENDORSEMENT

Punitive or Exemplary Damages Exclusion IL-00-01

Regardless of any other provision of this policy, this policy does not apply to punitive or exemplary damages.

**FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY**

71-X

Myron Du Ban

PRESIDENT

180146-10-77

COVERAGE PART — COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE CP-00-10

SCHEDULE

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL THE TERMS OF THIS POLICY HAVING REFERENCE THERETO.

COVERAGES				LIMITS OF LIABILITY		
C. BODILY INJURY LIABILITY				\$	Per ,000 EACH PERSON	
D. PROPERTY DAMAGE LIABILITY				\$	CSL ,000 EACH OCCURRENCE	
				\$	Med. ,000 EACH OCCURRENCE	
AUTOMOBILE LIABILITY HAZARDS						
DESCRIPTION OF HAZARDS					ADVANCE PREMIUM	
1. OWNED AUTOMOBILES—PREMIUM BASIS—PER AUTOMOBILE						
MODEL YEAR, TRADE NAME AND BODY TYPE, TRUCK SIZE OR BUS SEATING CAPACITY	MOTOR, SERIAL OR IDENTIFICATION NUMBER	TOWN OR CITY AND STATE IN WHICH AUTOMOBILE PRINCIPALLY GARAGED (STATE AND TERR. CODE)	CODE NO.	BODILY INJURY	PROPERTY DAMAGE	
As per Schedule attached	/			\$ 6,760.	\$ 1,932.	
Reinsurance, Automobile Liability, Commercial vehicles excluding Private Passenger types				2,918.		
2. HIRED AUTOMOBILES—PREMIUM BASIS—TOTAL COST OF HIRE						
ESTIMATED TOTAL COST OF HIRE FOR EACH STATE WHERE THE NAMED INSURED IS LOCATED			RATES—PER \$100 TOTAL COST OF HIRE			
STATE	ESTIMATED TOTAL COST OF HIRE	BODILY INJURY	PROPERTY DAMAGE			
CA	710	---	---	26.00	6.00	
3. NON-OWNED AUTOMOBILES—PREMIUM BASIS—TOTAL NUMBER OF EMPLOYEES AT ALL LOCATIONS			TOTAL NUMBER OF SUCH EMPLOYEES			
660100			1-25			
TOTAL ADVANCE PREMIUM				\$ 11,674.		

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

1. COVERAGE C—BODILY INJURY LIABILITY; COVERAGE D—PROPERTY DAMAGE LIABILITY

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of Coverage C, bodily injury or Coverage D, property damage to which this insurance applies, caused by an occurrence and arising out of the ownership, maintenance or use, including loading and unloading, of any automobile, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

(Continued on Reverse Side)

POLICY NUMBER LC 264 31 39	INSURED	EFFECTIVE
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY		PRODUCER
PRESIDENT <i>Myron A. Davis</i>		COUNTERSIGNATURE OF AUTHORIZED AGENT

101021-8-75

Question 2 - Angeles Chemical and Locke000102

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement;
- (b) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (c) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to any such injury arising out of and in the course of domestic employment by the insured unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;
- (d) to property damage to (1) property owned or being transported by the insured, or (2) property rented to or in the care, custody or control of the insured, or as to which the insured is for any purpose exercising physical control, other than property damage to a residence or private garage by a private passenger automobile covered by this insurance;
- (e) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to expenses for first aid under the Supplementary Payments provision;
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) the named insured;
- (b) any partner or executive officer thereof, but with respect to a non-owned automobile only while such automobile is being used in the business of the named insured;
- (c) any other person while using an owned automobile or a hired automobile with the permission of the named insured, provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to bodily injury or property damage arising out of the loading or unloading thereof, such other person shall be an insured only if he is: (1) a lessee or borrower of the automobile, or (2) an employee of the named insured or of such lessee or borrower;
- (d) any other person or organization but only with respect to his or its liability because of acts or omissions of an insured under (a), (b) or (c) above.

None of the following is an insured: (i) any person while engaged in the business of his employer with respect to bodily injury to any fellow employee of such person injured in the course of his employment; (ii) the owner or lessee (of whom the named insured is a sub-lessee) of a hired automobile or the owner of a non-owned automobile, or any agent or employee of any such owner or lessee; (iii) an executive officer with respect to an automobile owned by him or by a member of his household; (iv) any person or organization, other than the named insured, with respect to: (1) a motor vehicle while used with any trailer owned or hired by such person or organization and not covered by like insurance in the Company (except a trailer designed for use with a private passenger automobile and not being used for business purposes with another type motor vehicle), or (2) a trailer while used with any motor vehicle owned or hired by such person or organization and not covered by like insurance in the Company; (v) any person while employed in or otherwise engaged in duties in connection with an automobile business, other than an automobile business operated by the named insured. This insurance does not apply to bodily injury or property damage arising out of (1) a non-owned automobile used in the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured, or (2) if the named insured is a partnership, an automobile owned by or registered in the name of a partner thereof.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage or (4) automobiles to which this policy applies, the Company's liability is limited as follows:

Coverage C—The limit of bodily injury liability stated in the schedule as applicable to "each person" is the limit of the Company's liability for all damages including damages for care and loss of services, because of bodily injury sustained by one person as the result of any one occurrence; but subject to the above provision respecting "each person", the total liability of the Company for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

Coverage D—The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence".

Coverages C and D—For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the territory described in paragraph (1) or (2) of the definition of policy territory.

V. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"automobile business" means the business or occupation of selling, repairing, servicing, storing or parking automobiles;

"hired automobile" means an automobile not owned by the named insured which is used under contract in behalf of, or loaned to, the named insured, provided such automobile is not owned by or registered in the name of (a) a partner or executive officer of the named insured or (b) an employee or agent of the named insured who is granted an operating allowance of any sort for the use of such automobile;

"non-owned automobile" means an automobile which is neither an owned automobile nor a hired automobile;

"owned automobile" means an automobile owned by the named insured;

"private passenger automobile" means a four wheel private passenger or station wagon type automobile;

"trailer" includes semi-trailer but does not include mobile equipment.

VI. ADDITIONAL CONDITIONS

Excess Insurance—Hired and Non-Owned Automobiles

A. With respect to a hired automobile or a non-owned automobile, this insurance shall be excess insurance over any other valid and collectible insurance available to the insured.

B. Out of State Insurance. If, under the provisions of the motor vehicle financial responsibility law or the motor vehicle compulsory insurance law or any similar law of any state or province, a non-resident is required to maintain insurance with respect to the operation or use of a motor vehicle in such state or province and such insurance requirements are greater than the insurance provided by the policy, the limits of the Company's liability and kinds of coverage afforded by the policy shall be as set forth in such law, in lieu of the insurance otherwise provided by the policy, but only to the extent required by such law and only with respect to the operation or use of a motor vehicle in such state or province; provided that the insurance under this provision shall be reduced to the extent that there is other valid and collectible insurance under this or any other motor vehicle insurance policy. In no event shall any person be entitled to receive duplicate payments for the same elements of loss.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
UNINSURED MOTORISTS INSURANCE

CALIFORNIA AMENDMENT CP-04-51

It is agreed that:

1. Exclusion (c) is amended to read as follows:

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation, disability benefits law or any similar law or directly to the benefit of the United States or any state or political subdivision thereof.

2. Subsections (b), (c) and (d) of the provision entitled "Limits of Liability" are replaced by the following:

(b) Any loss payable under the terms of this insurance to or for any person shall be reduced by:

(1) the amount paid and the present value of all amounts payable to him under any workmen's compensation law, exclusive of non-occupational disability benefits;

(2) the amount the insured is entitled to recover from any other person insured under the **bodily injury** liability coverage of the policy; and
(3) all sums paid by or on behalf of the owner or operator of the **uninsured highway vehicle** and any other person or organization jointly or severally liable together with such owner or operator for **bodily injury** to an insured.

(c) The Company shall not be obligated to pay under this insurance that part of the damages which the insured may be entitled to recover from the owner or operator of an **uninsured highway vehicle** which represents expenses for medical services paid or payable under the Automobile Medical Payments Coverage of the policy.

3. Paragraph (a) of the definition of "**uninsured highway vehicle**" is amended to read as follows:

(a) a **highway vehicle** with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the state in which the **insured highway vehicle** is principally garaged, no **bodily injury** liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a **bodily injury** liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or refuses to admit coverage thereunder except conditionally or with reservation or such company is or becomes insolvent; or

4. The Condition entitled "Other Insurance" is replaced by the following:

Other Insurance

With respect to **bodily injury** to any insured occupying a **highway vehicle** (other than a **highway vehicle** which is owned by the named insured) to which the **bodily injury** liability coverage of the policy applies, the insurance hereunder shall not apply if the owner of such vehicle has insurance similar to that provided for herein.

Subject to the preceding paragraph, if the insured has other similar insurance available to him, any damages, including damages for care and loss of services because of **bodily injury** shall be deemed not to exceed the higher of the applicable limits of the respective coverages and such damages including damages for care and loss of services because of **bodily injury** shall be pro-rated between such coverages in such proportion as each coverage bears to the total of such limits.

5. The Condition entitled "Arbitration" is amended to read as follows:

Arbitration. If any person making claim hereunder and the Company do not agree that such person is legally entitled to recover damages from the owner or operator of an **uninsured highway vehicle** because of **bodily injury** to the insured, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either, the matter or matters upon which such person and the Company do not agree shall be settled by a single neutral arbitrator, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such person and the Company each agree to consider itself bound and to be bound by any award made by the arbitrator pursuant to this insurance.

6. The Condition entitled "Action Against Company" is amended to read as follows:

Action Against Company. No action shall lie against the Company unless, as a condition precedent thereto, the insured or his legal representative has fully complied with all the terms of this policy nor unless within one year from the date of accident:

(a) suit for **bodily injury** has been filed against the uninsured motorist in a court of competent jurisdiction, or

(b) agreement as to the amount due under this coverage has been concluded, or

(c) the insured or his legal representative has formally instituted arbitration proceedings.

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

71-X

Myron Du Bain

PRESIDENT

100903-8-74

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE—BASIC AUTOMOBILE LIABILITY INSURANCE

AMENDMENT OF DEFINITION OF "AUTOMOBILE BUSINESS" — CALIFORNIA

It is agreed that the definition of "automobile business" in this policy is deleted and replaced by the following:

"automobile business" means the business or occupation of selling, repairing, servicing, delivering, testing, road-testing, parking, or storing automobiles.

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

71-X

Myron Du Bois

PRESIDENT

100904-8-74

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
BASIC AUTOMOBILE LIABILITY INSURANCE — GARAGE INSURANCE

SINGLE LIMIT OF LIABILITY CP-03-24

It is agreed that the provisions of the policy captioned "LIMITS OF LIABILITY" relating to Bodily Injury Liability and Property Damage Liability are amended to read as follows:

LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage or (4) automobiles to which this policy applies, the Company's liability is limited as follows:

Bodily Injury Liability and Property Damage Liability:

The limit of liability stated in the schedule of this endorsement as applicable to "each occurrence" is the total limit of the company's liability for all damages because of bodily injury, including damages for care and loss of services, or property damage as a result of any one occurrence, provided that with respect to any one occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province such limit of liability shall be applied to provide the separate limits required by such law for bodily injury liability and for property damage liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the Company's liability.

SCHEDULE

Coverages	Limits of Liability
Bodily Injury Liability and Property Damage Liability	\$ 500 ,000 each occurrence

POLICY NUMBER LC 264 81 39	INSURED	EFFECTIVE
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY <i>Myron Du Bois</i> PRESIDENT	PRODUCER	
	COUNTERSIGNATURE OF AUTHORIZED AGENT	

100956-8-74

Policy No. MXC 5504656

01/01/85 - 01/01/86

COMMERCIAL LIABILITY AND
AUTOMOBILE COVERAGE



FIREMAN'S FUND INSURANCE COMPANIES
COVERAGE IS PROVIDED IN THE FOLLOWING
COMPANY, A STOCK COMPANY.

01

FIREMAN'S FUND

POLICY COVERAGE

GENERAL DECLARATIONS

POLICY NUMBER 2-49 MXC 550 46 56

PRODUCER NAME AND CODE
MAX BEHN & ASSOCIATES 04 603 630

GROUP NUMBER

PUC-1 filing 41
needed if policy # changed 1 SEP

ITEM ONE NAMED INSURED AND MAILING ADDRESS
ANGELES CHEMICAL CO., INC. &
STALLION TANK LINES, INC.
P.O. BOX 2163
SANTA FE SPRINGS, CA. 90670

PREVIOUS POLICY NUMBER(S)

LA 310 07 53

THE NAMED INSURED IS A(N)
☐ INDIVIDUAL
☐ PARTNERSHIP
☒ CORPORATION

BUSINESS OR OPERATIONS OF THE NAMED INSURED
WHOLESALE SALES & DISTRIBUTION OF
INDUSTRIAL CHEMICALS

THE INSURANCE AFFORDED BY THIS POLICY IS ONLY WITH RESPECT TO THE COVERAGE PART(S)
INDICATED ON THE DECLARATIONS PAGE(S) IDENTIFIED BELOW BY AN "X" IN THE APPLICABLE BOX.

<input type="checkbox"/> DRUGGISTS' LIABILITY	<input type="checkbox"/> MANUFACTURERS' AND CONTRACTORS' LIABILITY
<input type="checkbox"/> FUNERAL DIRECTORS' PROFESSIONAL LIABILITY	<input type="checkbox"/> STOREKEEPERS' LIABILITY
<input type="checkbox"/> CEMETERY PROFESSIONAL LIABILITY	<input checked="" type="checkbox"/> BUSINESS AUTO POLICY
<input type="checkbox"/> EMPLOYERS' NON-OWNERSHIP AUTOMOBILE	<input type="checkbox"/> GARAGE POLICY—NON DEALERS
<input type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY	<input type="checkbox"/> TRUCKERS' POLICY
<input type="checkbox"/> OWNERS', LANDLORDS' AND TENANTS' LIABILITY	

POLICY PERIOD
COVERS FROM 1-1-83 TO 12-31-83 12:01 A.M., STANDARD TIME AT THE NAMED INSURED'S ADDRESS STATED ABOVE.

PREMIUM SUMMARY:

ESTIMATED ANNUAL PREMIUM \$ 57,525.
PREMIUM DUE AT INCEPTION \$ 57,525.

☐ INSTALLMENT PAYMENTS APPLY
SEE PAGE TWO (2) FOLLOWING

THIS POLICY MAY BE SUBJECT TO PREMIUM ADJUSTMENT PER POLICY TERMS.

LOCATION OF PREMISES—APPLICABLE TO COVERAGES SPECIFIED IN THESE DECLARATIONS

LOC. 1 8915 SORENSEN AVENUE SANTA FE SPRINGS, CA.	LOC. 4
LOC. 2	LOC. 5
LOC. 3	LOC. 6

FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION

FL0002 01-73;105161 09-83; 105237 07-79 REV.;GL0019 07 78;105244 08 80 REV.;GL0032 04-81;
140583 11-81 REV.;100904 11-82;CA2154 07-84;CA0143 10-83;CA9910 12-80;CA9919 01-78;
101609 11-82 REV.;CA2001 12-80;

COUNTERSIGNATURE

DATE

4-1-83 KMK

AGENCY

STOCK NO. 5951(A)(GL/A)—11-82

PRODUCER COPY

**COMMERCIAL LIABILITY
COVERAGE**

POLICY COVERAGE

GENERAL LIABILITY

Comprehensive General Liability Insurance

These Declarations Are Issued In
Conjunction With And Are Part Of
Policy Form GL 00 02 01 73.

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER 2-49 MXC 550 46 56	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

DECLARATIONS

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES FOR WHICH LIMITS OF LIABILITY ARE STATED IN THE PLACE PROVIDED IN THESE DECLARATIONS.

COVERAGES	LIMITS OF LIABILITY	
	EACH OCCURRENCE	AGGREGATE
COMPREHENSIVE GENERAL LIABILITY COVERAGE PART		
BODILY INJURY LIABILITY	\$,000	\$,000
PROPERTY DAMAGE LIABILITY	\$,000	\$,000
COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY	\$ 500 ,000	\$ 500 ,000

THE AUDIT PERIOD SHALL BE: ☐ MONTHLY ☐ QUARTERLY ☒ ANNUALLY

GENERAL LIABILITY COMPOSITE RATED RISK PER COMPOSITE RATE ENDT. ATTACHED

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

11XCL

RECEIVED
James J. McLaughlin
PRESIDENT

STOCK NO. 5951 (C)-CGL-11-82

PRODUCER COPY

COMMERCIAL COVERAGE

GENERAL LIABILITY COVERAGE

Comprehensive General
Liability Insurance

POLICY COVERAGE

GL 00 02 01 73

These policy provisions, together with all applicable terms, conditions and exclusions of the policy and the coverage parts and endorsements made a part hereof by designation in the Declarations, complete the Liability Coverage of this policy.

COVERAGE PART — COMPREHENSIVE GENERAL LIABILITY INSURANCE

1. INSURING AGREEMENT

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage to which this insurance applies, caused by an occurrence, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

2. EXCLUSIONS

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or (2) any other automobile or aircraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;
- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;

(d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;

(e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any watercraft owned or operated by or rented or loaned to any insured, or (2) any other watercraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

(f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to (1) liability assumed by insured under an incidental contract, or (2) expenses for first aid under the Supplementary Payments provision;

(h) to bodily injury or property damage for which the insured or his indemnitee may be held liable (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person; but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

11 XCL

James J. McLaughlin
PRESIDENT

STOCK NO. GL 00 02 01 73 REV.

PAGE ONE OF FOUR

(i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law;

(j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;

(k) to property damage to (1) property owned or occupied by or rented to the insured, (2) property used by the insured, or (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control; but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

(l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

(m) to loss of use of tangible property which has not been physically injured or destroyed resulting from (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured; but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

(n) to property damage to the named insured's products arising out of such products or any part of such products;

(o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use to the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

3. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

(a) if the named insured is designated in the Declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;

(b) if the named insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the named insured is designated in the Declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any other motor vehicle registration law, (i) an employee of the named insured while operating any such equipment in the course of his employment, and (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to: (1) bodily injury to any fellow employee of such person injured in the course of his employment, or (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

4. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage or (4) units of mobile equipment to which this policy applies, the Company's liability is limited as follows:

(a) Separate limits of liability for bodily injury liability and property damage liability.

The total liability of the Company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the Declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the Declarations as "aggregate."

The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the Declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the Declarations as "aggregate": (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below; (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures; (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

(b) Combined single limit of liability for bodily injury and property damage liability.

The total liability of the Company for all damages under all bodily injury liability and property damage liability coverages of this policy because of bodily injury or property damage sustained by one or more persons or organizations as a result of any one occurrence shall not exceed the limit of liability stated in the Declarations for "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages arising out of the products hazard and completed operations hazard shall not exceed the limits of liability stated in the Declarations as "aggregate."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all property damage to which the policy applies

(i) arising out of premises or operations rated on a remuneration basis or contractors equipment rated on a receipts basis, including liability assumed under any incident-

tal contract relating to such premises or operations or

(ii) arising out of and occurring in the course of operations, other than maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures, performed for the named insured by independent contractors and general supervision thereof by the named insured including liability assumed under any incidental contract relating to such operations

shall not exceed the limit of liability stated in the Declarations as "aggregate." Said aggregate limit of liability shall apply separately to (i) and (ii) and under each separately to each project away from premises owned by or rented to the named insured.

With respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state, province or other territorial jurisdiction, the stated limits of liability as respects each occurrence shall be applied to provide the separate limits of liability required by such law for bodily injury liability and property damage liability to the extent of the coverage required by such law, but the separate application of such limits shall not increase the total limit of the Company's liability.

For the purpose of determining the limit of the Company's liability under (a) or (b) above, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

5. POLICY PERIOD; TERRITORY

This insurance applies only to bodily injury or property damage which occurs during the Policy Period within the policy territory.

6. When used as a premium basis:

"admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

"cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

"receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate

STOCK NO. GL 00 02 01 73 REV.

PAGE FOUR OF FOUR

item and remits directly to a governmental division;

"remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;

"sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

**COMMERCIAL AUTOMOBILE
COVERAGE**

POLICY AMENDMENT

GENERAL LIABILITY

Additional Insured (Vendor—Broad Form)

105237—07-79 REV.

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER 2-49 PXC 550 46 56	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

DECLARATIONS

DESIGNATED VENDOR

**STANDARD BRANDS PAINT CO.
4300 W. 190TH STREET
TORRANCE, CA. 90509
ATTN: MR. TIM DUNDAS**

**THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:
COMPREHENSIVE GENERAL LIABILITY INSURANCE—COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE**

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated in the Declarations as vendor subject to the following provisions:

a. The insurance applies only to the distribution or sale by the vendor of the named insured's products and then only to any liability arising out of the named insured's negligence or any defect or condition in such product existing when such product was relinquished by the named insured to the vendor.

b. The insurance with respect to the vendor does not apply to any liability arising out of:

(1) Any express warranty unauthorized by the named insured;

(2) Any repacking of the product unless solely for the purpose of inspection, demonstration, testing or the substituti-

tion of parts under instructions from the named insured and then repacked in the original container;

(3) Any product which after distribution or sale by the named insured has been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(4) Any failure to maintain the produce in merchantable condition;

(5) Any physical or chemical change in the form of the product made intentionally by the vendor.

c. The insurance does not apply to any person or organization as insured from whom the named insured has acquired such product or any ingredient, part or container, entering into, accompanying or containing such product.

This Form must be attached to Change Endorsement when issued after the Policy is written.

CORRESPONDS TO ENST. 9002

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

11700

PRESIDENT

STOCK NO. 105237—07-79 REV.

PRODUCER ENST

**COMMERCIAL AUTOMOBILE
COVERAGE**

POLICY AMENDMENT

GENERAL LIABILITY

Additional Insured (Vendors—Broad Form)

105237—07-79 REV.

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER 2-49 MXC 550 46 56	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

DECLARATIONS

DESIGNATED VENDOR

**PACKAGING CORPORATION OF AMERICA
4633 DOWNEY ROAD
LOS ANGELES, CA. 90058
ATTN: MR. DALE MC MILLAN**

**THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:
COMPREHENSIVE GENERAL LIABILITY INSURANCE—COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE**

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated in the Declarations as vendor subject to the following provisions:

a. The insurance applies only to the distribution or sale by the vendor of the named insured's products and then only to any liability arising out of the named insured's negligence or any defect or condition in such product existing when such product was relinquished by the named insured to the vendor.

b. The insurance with respect to the vendor does not apply to any liability arising out of:

(1) Any express warranty unauthorized by the named insured;

(2) Any repacking of the product unless solely for the purpose of inspection, demonstration, testing or the substituti-

tion of parts under instructions from the named insured and then repacked in the original container;

(3) Any product which after distribution or sale by the named insured has been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(4) Any failure to maintain the produce in merchantable condition;

(5) Any physical or chemical change in the form of the product made intentionally by the vendor.

c. The insurance does not apply to any person or organization as insured from whom the named insured has acquired such product or any ingredient, part or container, entering into, accompanying or containing such product.

This Form must be attached to Change Endorsement when issued after the Policy is written.

CORRESPONDS TO ENST. #002

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

STOCK NO. 105237—07-79 REV.

PRODUCER COPY

COMMERCIAL COVERAGE

GENERAL LIABILITY

General Liability Multi-Cover®

POLICY AMENDMENT

105161-09-83

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED	POLICY NUMBER	SEQUENTIAL NO.
PRODUCER	EFFECTIVE DATE	

DECLARATIONS

PERSONAL INJURY AND ADVERTISING LIABILITY AGGREGATE LIMIT SHALL BE THE PER OCCURRENCE BODILY INJURY LIABILITY LIMIT UNLESS OTHERWISE INDICATED HEREIN

\$.000 AGGREGATE

PREMISES MEDICAL PAYMENTS COVERAGE LIMIT OF LIABILITY \$1,000 EACH PERSON UNLESS OTHERWISE INDICATED HEREIN

\$.000 EACH PERSON

Such insurance as is afforded by the Policy for Comprehensive General Liability Insurance or Storekeeper's Insurance is amended to include the following additions and extensions of coverage:

1. CONTRACTUAL LIABILITY COVERAGE

(A) The definition of incidental contract is extended to include any oral or written contract or agreement relating to the conduct of the named insured's business.

(B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:

(1) to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;

(2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured, including

(a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and

(b) supervisory, inspection or engineering services;

(3) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of

(a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or

(b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;

(4) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;

(5) to bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property, and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements, or easement or license agreements in connection with vehicle or pedestrian private railroad crossings at grade.

(C) The following exclusions applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

11 XCL

James J. McManis
PRESIDENT

STOCK NO. 105161-09-83

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this Contractual Liability Coverage: (b), (c) (2), (d) and (e).

(D) the following additional condition applies:

Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

2. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

(A) The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the named insured's business, within the policy territory, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

(B) This insurance does not apply:

(1) to liability assumed by the insured under any contract or agreement;

(2) to personal injury or advertising injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured;

(3) to personal injury or advertising injury arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;

(4) to personal injury or advertising injury arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the insured with knowledge of the falsity thereof;

(5) to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the declarations of the policy as a named insured;

(6) to advertising injury arising out of

(a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or

(b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or

(c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;

(7) with respect to advertising injury

(a) to any insured in the business of advertising, broadcasting, publishing or telecasting, or

(b) to any injury arising out of any act committed by the insured with actual malice.

(C) Limits of Liability

Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

(D) Additional Definitions

"Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal Injury" means injury arising out of one or more of the following offenses committed during the policy period:

(1) false arrest, detention, imprisonment, or malicious prosecution;

(2) wrongful entry or eviction or other invasion of the right of private occupancy;

(3) a publication or utterance

(a) of a libel or slander or other defamatory or disparaging material, or

(b) in violation of an individual's right of privacy;

except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the named insured shall not be deemed personal injury.

3. PREMISES MEDICAL PAYMENTS COVERAGE

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises, or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under the policy.

This insurance does not apply:

(A) to bodily injury

(1) arising out of the ownership, maintenance, operation, use, loading or unloading of

(a) any automobile or aircraft owned or operated by or rented or loaned to any insured, or

(b) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

(2) arising out of

(a) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or

(b) the operation or use of any snowmobile or trailer designed for use therewith;

(i) owned or operated by or rented or loaned to any insured, or

(ii) operated by any person in the course of his employment by any insured;

(3) arising out of the ownership, maintenance, operation, use, loading or unloading of

(a) any watercraft owned or operated by or rented or loaned to any insured, or

(b) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on the insured premises;

(4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;

(B) to bodily injury

(1) included within the completed operations hazard or the products hazard;

(2) arising out of operations performed for the named insured by independent contractors other than

(a) maintenance and repair of the insured premises, or

(b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) resulting from the selling, serving or giving of any alcoholic beverage

(a) in violation of any statute, ordinance or regulation,

(b) to a minor,

(c) to a person under the influence of alcohol, or

(d) which causes or contributes to the intoxication of any person,

if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the named insured is such an owner or lessor;

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(C) to bodily injury

(1) to the named insured, any partner thereof, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;

(2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;

(3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;

(4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;

(6) if the named insured is a club, to any member of the named insured;

(7) if the named insured is a hotel, motel, or tourist court, to any guest of the named insured;

(D) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage is \$1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of bodily injury liability stated in the policy as applicable to "each occurrence".

When more than one medical payments coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

ADDITIONAL DEFINITIONS

When used herein:

"Insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

4. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (h) does not apply with respect to liability of the insured or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the named insured's business, provided the named insured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

5. FIRE AND/OR EXPLOSION LEGAL LIABILITY COVERAGE—REAL PROPERTY

With respect to property damage to structures or portions thereof rented to or leased to the named insured, including fixtures permanently attached thereto, if such property damage arises out of fire or explosion

(A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

(B) The limit of property damage liability as respects this Fire and/or Explosion Legal Liability Coverage—Real Property is \$50,000 each occurrence unless otherwise stated in the schedule of this endorsement.

(C) The Fire and/or Explosion Legal Liability Coverage—Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

6. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for property damage liability applies, subject to the following additional provisions:

(A) Exclusions (k) and (o) are replaced by the following:

(1) to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping;

(2) except with respect to liability under a written side-track agreement or the use of elevators

(a) to property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,

(b) to tools or equipment while being used by the insured in performing his operations,

(c) to property in the custody of the insured which is to be installed, erected or used in construction by the insured,

(d) to that particular part of any property, not on premises owned by or rented to the insured,

(i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or

(ii) out of which any property damage arises, or

(iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;

(3) with respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as "including completed operations", to property damage to work performed by the named insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.

(B) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

7. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of bodily injury is amended to include Incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

(A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith, or

(B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

(1) expenses incurred by the Insured for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;

(2) any Insured engaged in the business or occupation of providing any of the services described under 7 (A) and (B) above;

(3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under 7 (A) and (B) above.

8. NON-OWNED WATERCRAFT LIABILITY COVERAGE (33 feet and under in length)

Exclusion (c) does not apply to any watercraft 33 feet and under in length provided such watercraft is neither owned by the named Insured nor being used to carry persons or property for a charge.

Where the Insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

9. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of policy territory is amended to include the following:

(4) Anywhere in the world with respect to bodily injury, property damage, personal injury or advertising injury arising out of the activities of any Insured permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph (4) above shall not apply:

(a) to bodily injury or property damage included within the completed operations hazard or the products hazard;

(b) to Premises Medical Payments Coverage.

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10. ADDITIONAL PERSONS INSURED

As respects bodily injury, property damage and personal injury and advertising injury coverages, under the provision "Persons Insured", the following are added as Insureds:

(A) Spouse—Partnership—If the named Insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named Insured;

(B) Employee—Any employee (other than executive officers) of the named Insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

(1) to bodily injury or personal injury to another employee of the named Insured arising out of or in the course of his employment;

(2) to personal injury or advertising injury to the named Insured or, if the named Insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;

(3) to property damage to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the named Insured, or by the named Insured or, if the named Insured is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.

11. AMENDMENT OF OCCURRENCE DEFINITION

The definition of occurrence includes any intentional act by or at the direction of the Insured which results in bodily injury, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

12. AUTOMATIC COVERAGE—NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word Insured shall include as named Insured any organization which is acquired or formed by the named Insured and over which the named Insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bodily injury, property damage, personal injury or advertising injury with respect to which such new organization under this policy is also an Insured under any other similar liability or indemnity policy or would be an Insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the named Insured.

13. INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT

Paragraphs (a) and (b) of the condition entitled "Insured's Duties in the Event of Occurrence, Claim or Suit" are deleted and replaced by the following:

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(A) In the event of an occurrence, written notice containing particulars sufficient to identify the insured, and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable after knowledge of such occurrence is had by the named insured, if an individual; by a partner, if the named insured is a partnership; or by an executive officer or insurance manager, if the named insured is a corporation.

(B) If a claim is made or suit is brought against the insured, every demand, notice, summons or other process received by the insured or its representative shall be immediately forwarded to the company; however, this condition will not be considered breached unless failure to forward such demand, notice, summons or other process to the company occurs after knowledge of such is had by the named insured, if an individual; by a partner, if the named insured is a partnership; or by an executive officer or insurance manager, if the named insured is a corporation.

**COMMERCIAL LIABILITY
COVERAGE**

POLICY AMENDMENT

GENERAL LIABILITY

Amendatory Endorsement—Additional Definition

GL 00 19 07 78

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

GENERAL LIABILITY INSURANCE AND SMP LIABILITY INSURANCE

It is agreed that the following definition is added:

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is

finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

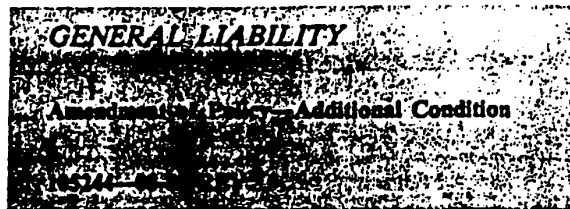
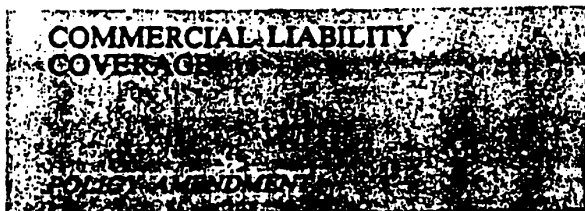
This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

11XCL

STOCK NO. GL 00 19 07 78

Myron De Bane
PRESIDENT



This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

ALL INSURANCE OTHER THAN AUTOMOBILE

It is agreed that the following condition is added:

Two or More Policies. If this policy and any other policy issued to the named insured by the Company named in this policy or any company affiliated with the Company named in this policy apply to the same occurrence, the aggregate maximum limit of liability under all the policies shall not

exceed the highest applicable limit of liability under any one policy. This condition does not apply to any policy issued by the Company named in this policy or any company affiliated with the Company named in this policy specifically to apply as excess insurance over this policy.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

William H. DeLamater
PRESIDENT

11 XCL

STOCK NO. 105244-01-80 REV.

COMMERCIAL COVERAGE

GENERAL LIABILITY

POLICY AMENDMENT

Amendatory Endorsement

GL 00 32 04 84

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
STOREKEEPERS INSURANCE
SMP LIABILITY INSURANCE**

It is agreed that the exclusion relating to bodily injury to any employee of the insured is deleted and replaced by the following:

This insurance does not apply:

(i) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured for which the insured may be held liable as an employer or in any other capacity;

(ii) to any obligation of the insured to indemnify or contribute with another because of damages arising out of the bodily

injury; or

(iii) to bodily injury sustained by the spouse, child, parent, brother, or sister of an employee of the insured as a consequence of bodily injury to such employee arising out of and in the course of his employment by the insured;

This exclusion applies to all claims and suits by any person or organization for damages because of such bodily injury including damages for care and loss of services.

This exclusion does not apply to liability assumed by the insured under an incidental contract.

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

William A. Schmitt
PRESIDENT

11 XCL

STOCK NO. GL 00 32 04 84

**COMMERCIAL AUTOMOBILE
COVERAGE**

BUSINESS AUTO POLICY

POLICY COVERAGE

140583-11-81 (REV.)

These self-contained policy provisions, together with other applicable terms, conditions, exclusions, coverage parts and endorsements of this policy which are a part of this policy by designation in the Declarations, complete the Auto coverage provided by this policy. The premium is included in the Declarations of this Policy.

BUSINESS AUTO POLICY

In return for payment of the premium and subject to all the terms of this policy and the coverages and endorsements which are a part of this policy by designation in the Declarations, we agree with you as follows:

PART I — WORDS AND PHRASES WITH SPECIAL MEANING — READ THEM CAREFULLY

The following words and phrases have special meaning throughout the policy and appear, other than in the Declarations, in boldface type when used.

A. "You" and "your" mean the person or organization shown as the named insured in ITEM ONE of the Declarations.

B. "We", "us" and "our" mean the company providing the insurance.

C. "Accident" includes continuous or repeated exposure to the same conditions resulting in bodily injury or property damage the insured neither expected nor intended.

D. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not include mobile equipment.

E. "Bodily injury" means bodily injury, sickness or disease resulting from any of these.

F. "Insured" means any person or organization qualifying as an insured in the WHO IS INSURED section of the applicable insurance. Except with respect to our limit of liability, the insurance afforded applies separately to each insured who is seeking coverage or against whom a claim is made or suit is brought.

G. "Loss" means direct and accidental damage or loss.

H. "Mobile equipment" means any of the following type of land vehicles:

1. Specialized equipment such as: Bulldozers; Power shovels; Rollers, graders or scrapers; Farm machinery; Cranes; Street sweepers or other cleaners; Diggers; Fork-lifts; Pumps; Generators; Air Compressors; Drills; Other similar equipment.

2. Vehicles designed for use principally off public roads.

3. Vehicles maintained solely to provide mobility for such specialized equipment when permanently attached.

4. Vehicles not required to be licensed.

5. Autos maintained for use solely on your premises or that

part of the roads or other accesses that adjoin your premises.

1. "Property damage" means damage to or loss of use of tangible property.

J. "Trailer" includes semitrailer.

K. Description of Covered Auto Designation Symbols" when shown in Item Two of the Declarations means:

SYMBOL	DESCRIPTION
1	= ANY AUTO.
2	= OWNED AUTOS ONLY.* Only those autos you own (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos whose ownership you acquire after the policy begins.
3	= OWNED PRIVATE PASSENGER AUTOS ONLY.* Only the private passenger autos you own. This includes those private passenger autos whose ownership you acquire after the policy begins.
4	= OWNED AUTOS OTHER THAN PRIVATE PASSENGER AUTOS.* Only those autos you own which are not of the private passenger type (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos, not of the private passenger type, whose ownership you acquire after the policy begins.
5	= OWNED AUTOS SUBJECT TO NO-FAULT.* Only those autos you own which are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos whose ownership you acquire after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	= OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW.*

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY

STOCK NO. 140583-11-81 (REV.)

11 XCL

PRESIDENT

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SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	Only those autos you own which, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject uninsured motorists insurance. This includes those autos whose ownership you acquire after the policy begins provided they are subject to the same state uninsured motorists requirement.		from any of your employees or members of their households.
7	= SPECIFICALLY DESCRIBED AUTOS. Only those autos described in ITEM FOUR (and for liability coverage any trailers you don't own while attached to any power unit described in ITEM FOUR).	9	= NONOWNED AUTOS ONLY. Only those autos you do not own, lease, hire or borrow which are used in connection with your business. This includes autos owned by your employees or members of their households but only while used in your business or your personal affairs.
8	= HIRED AUTOS ONLY. Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow	10	= Any other AUTOS. Only those specifically described in the covered auto description in ITEM TWO of the Declarations.

*Owned Autos include an auto leased to you under a leasing agreement of one year or more, including any substitute or replacement, for which the leasing agreement requires you to provide primary insurance for the lessor.

PART II — WHICH AUTOS ARE COVERED AUTOS

A. ITEM TWO in the Declarations shows the symbols of the autos that are covered autos for each of your coverages. The numerical symbols explained in PART I.K. describe which autos are covered autos. The symbols entered next to a coverage designate the only autos that are covered autos.

B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS.

1. If symbols "1", "2", "3", "4", "5" or "6" are entered next to a coverage in ITEM TWO, then you already have coverage for autos of the type described until the policy ends.

2. But, if symbol "7" is entered next to a coverage in ITEM TWO, an auto you acquire will be a covered auto for that coverage only if:

a. We already insure all autos that you own for that coverage or it replaces an auto you previously owned that had that coverage; and

b. You tell us within 30 days after you acquire it that you want us to insure it for that coverage.

C. CERTAIN TRAILERS AND MOBILE EQUIPMENT.

If the policy provides liability insurance, the following types of vehicles are covered autos for liability insurance:

1. Trailers with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.

2. Mobile equipment while being carried or towed by a covered auto.

PART III — WHERE AND WHEN THIS POLICY COVERS

We cover accidents and losses which occur during the policy period:

A. In the United States of America, its territories or posses-

sions, Puerto Rico or Canada; or

B. While the covered auto is being transported between any of these places.

PART IV — LIABILITY INSURANCE

A. WE WILL PAY.

1. We will pay all sums the insured legally must pay as damages because of bodily injury or property damage to which this insurance applies, caused by an accident and resulting from the ownership, maintenance or use of a covered auto.

2. We have the right and duty to defend any suit asking for these damages. However, we have no duty to defend suits for bodily injury or property damage not covered by this policy. We may investigate and settle any claim or suit as we consider appropriate. Our payment of the LIABILITY INSURANCE limit ends our duty to defend or settle.

B. WE WILL ALSO PAY.

In addition to our limit of liability, we will pay for the insured:

1. Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an accident we cover. We do not have to furnish these bonds.

2. Premiums on appeal bonds in any suit we defend.

3. Premiums on bonds to release attachments in a suit we defend but only for bonds up to our limit of liability.

4. All costs taxed to the insured in a suit we defend.

5. All interest accruing after the entry of the judgment in a

suit we defend. Our duty to pay interest ends when we pay or tender our limit of liability.

6. Up to \$50 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.

7. Other reasonable expenses incurred at our request.

C. WE WILL NOT COVER — EXCLUSIONS.

This insurance does not apply to:

1. Liability assumed under any contract or agreement.

2. Any obligation for which the insured or his or her insurer may be held liable under any workers' compensation or disability benefits law or under any similar law.

3. Any obligation of the insured to indemnify another for damages resulting from bodily injury to the insured's employee.

4. Bodily injury to any fellow employee of the insured arising out of and in the course of his or her employment.

5. Bodily injury to any employee of the insured arising out of and in the course of his or her employment by the insured. However, this exclusion does not apply to bodily injury to domestic employees not entitled to workers' compensation benefits.

6. Property damage to property owned or transported by the insured or in the insured's care, custody or control.

7. Bodily injury or property damage resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the insured for movement into or onto the covered auto, or

b. After it is moved from the covered auto to the place where it is finally delivered by the insured.

8. Bodily injury or property damage resulting from the movement of property by a mechanical device (other than a hand truck) not attached to the covered auto.

9. Bodily injury or property damage caused by the dumping, discharge or escape of irritants, pollutants or contaminants. This exclusion does not apply if the discharge is sudden and accidental.

D. WHO IS INSURED.

1. You are an insured for any covered auto.

2. While any covered auto is rented or leased to you and is being used by or for you, its owner or anyone else from whom you rent or lease it is an insured but only for that covered auto. However, that covered auto's owner or anyone else from whom it is rented or leased is not an insured for liability resulting from defects or faulty workmanship.

3. Anyone else is an insured while using with your permission a covered auto you own, hire or borrow except:

a. The owner of a covered auto you hire or borrow from

one of your employees or a member of his or her household.

b. Someone using a covered auto while he or she is working in a business of selling, servicing, repairing or parking autos unless that business is yours.

c. Anyone other than your employees, a lessee or borrower or any of their employees, while moving property to or from a covered auto.

4. Anyone is an insured for his or her liability because of acts or omissions of an insured described above. However, the owner of or anyone else from whom you hire or borrow a covered auto is an insured only if that auto is a trailer connected to a covered auto you own.

E. OUR LIMIT OF LIABILITY

Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, our limit of liability is as shown in the Declarations and as defined below:

1. Combined bodily injury liability and property damage liability.

The most we will pay for all damages resulting from any one accident is the LIABILITY INSURANCE limit shown in the Declarations.

2. Separate limits of liability for bodily injury liability and property damage liability.

The most we will pay for all damages resulting from bodily injury to any one person caused by any one accident is the limit of Bodily Injury Liability shown in the Declarations for "each person".

Subject to the limit for "each person", the most we will pay for all damages resulting from bodily injury caused by any one accident is the limit of Bodily Injury Liability shown in the Declarations for "each accident".

The most we will pay for all damages resulting from property damage caused by any one accident is the limit of Property Damage Liability shown in the Declarations.

For the purpose of determining our limit of liability under 1. or 2. above, all bodily injury and property damage resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one accident.

F. OUT OF STATE EXTENSIONS OF COVERAGE.

1. While a covered auto is away from the state where it is licensed we will:

a. Increase this policy's liability limits to meet those specified by a compulsory or financial responsibility law in the jurisdiction where the covered auto is being used.

b. Provide the minimum amounts and types of other coverages, such as "No-Fault", required out of state vehicles by the jurisdiction where the covered auto is being used.

2. We will not pay anyone more than once for the same elements of loss because of these extensions.

PART V — AUTO MEDICAL PAYMENTS INSURANCE

A. WORDS AND PHRASES WITH SPECIAL MEANING:

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and

phrases have special meaning for AUTO MEDICAL PAYMENTS INSURANCE:

1. "Family member" means a person related to you, by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

B. WE WILL PAY.

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an insured who sustains bodily injury caused by accident. We will pay only those expenses incurred within three years from the date of the accident.

C. WE WILL NOT COVER — EXCLUSIONS.

This insurance does not apply to:

1. Bodily injury sustained by an insured while occupying a vehicle located for use as a premises.

2. Bodily injury sustained by you or any family member while occupying or struck by any vehicle (other than a covered auto) owned by you or furnished or available for your regular use.

3. Bodily injury sustained by any family member while occupying or struck by any vehicle (other than a covered auto) owned by or furnished or available for the regular use of any family member.

4. Bodily injury to your employee arising out of and in the course of employment by you. However, we will cover bodily injury to your domestic employees if not entitled to workers' compensation benefits.

5. Bodily injury to an insured while working in a business of selling, servicing, repairing or parking autos unless that business is yours.

6. Bodily injury caused by declared or undeclared war or insurrection or any of their consequences.

7. Bodily injury to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. WHO IS INSURED.

1. You or any family member while occupying or, while a pedestrian, when struck by any auto.

2. Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.

E. OUR LIMIT OF LIABILITY.

Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for bodily injury for each insured injured in any one accident is the limit of AUTO MEDICAL PAYMENTS shown in the Declarations.

F. CHANGES IN CONDITIONS.

The CONDITIONS of the policy are changed for AUTO MEDICAL PAYMENTS INSURANCE as follows:

1. OUR RIGHT TO RECOVER FROM OTHERS does not apply.

2. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible auto medical payments insurance.

PART VI — UNINSURED MOTORISTS INSURANCE

A. WORDS AND PHRASES WITH SPECIAL MEANING:

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTORISTS INSURANCE:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or trailer:

a. For which no liability bond or policy at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged, or

b. For which the sum of all liability bonds or policies at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged but their limits are less than the limit of this insurance, or

c. For which an insuring or bonding company denies coverage or is or becomes insolvent, or

d. Which is a hit-and-run vehicle and neither the driver nor

owner can be identified. The vehicle must hit an insured, a covered auto or a vehicle an insured is occupying.

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law.

b. Owned by a governmental unit or agency.

c. Designed for use mainly off public roads while not on public roads.

B. WE WILL PAY

1. We will pay all sums the insured is legally entitled to recover as damages from the owner or driver of an uninsured motor vehicle. The damages must result from bodily injury sustained by the insured caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the uninsured motor vehicle.

2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered auto is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.

3. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

C. WE WILL NOT COVER — EXCLUSIONS.

The insurance does not apply to:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Bodily injury sustained by you or any family member while occupying or struck by any vehicle owned by you or any family member which is not a covered auto.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. WHO IS INSURED.

1. You or any family member.
2. Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
3. Anyone for damages he is entitled to recover because of bodily injury sustained by another insured.

E. OUR LIMIT OF LIABILITY.

1. Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, our limit of liability is as follows:

The most we will pay for all damages resulting from bodily injury to any one person caused by any one accident is the limit shown in the Declarations for "each person".

Subject to the limit for "each person", the most we will pay for all damages resulting from bodily injury caused by any one accident is the limit shown in the Declarations for "each accident."

2. Any amount payable under this insurance shall be reduced by:
 - a. All sums paid or payable under any workers' compensation, disability benefits or similar law, and
 - b. All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY

INSURANCE.

3. Any amount paid under this insurance will reduce any amount an insured may be paid under the policy's LIABILITY INSURANCE.

F. CHANGES IN CONDITIONS.

The CONDITIONS of the policy are changed for UNINSURED MOTORISTS INSURANCE as follows:

1. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

2. YOUR DUTIES AFTER ACCIDENT OR LOSS is changed by adding the following:

- a. Promptly notify the policy if a hit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a suit is brought.

3. OUR RIGHT TO RECOVER FROM OTHERS is changed by adding the following:

If we make any payment and the insured recovers from another party, the insured shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following Condition is added:

ARBITRATION

- a. If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or driver of an uninsured motor vehicle or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

PART VII — PHYSICAL DAMAGE

A. WE WILL PAY.

1. We will pay for loss to a covered auto or its equipment under:

- a. **Comprehensive Coverage.** From any cause except the covered auto's collision with another object or its overturn.

- b. **Specified Perils Coverage.** Caused by:

- (1) Fire or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism;
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered auto.

- c. **Collision Coverage.** Caused by the covered auto's collision with another object or its overturn.

- d. **Combined Physical Damage Coverage.** From any cause including the covered auto's collision with another object or its overturn.

2. Towing.

We will pay up to \$25 for towing and labor costs incurred each time a covered auto of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

B. WE WILL ALSO PAY.

We will also pay up to \$10 per day to a maximum of \$30 for transportation expense incurred by you because of the total theft of a covered auto of the private passenger type. We will pay only for those covered autos for which you

carry either Comprehensive or Specified Perils Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered auto is returned to use or we pay for its loss.

C. WE WILL NOT COVER — EXCLUSIONS.

This insurance does not apply to:

1. Wear and tear, freezing, mechanical or electrical breakdown unless caused by other loss covered by this policy.
2. Blowouts, punctures or other road damage to tires unless caused by other loss covered by this policy.
3. Loss caused by declared or undeclared war or insurrection or any of their consequences;
4. Loss caused by the explosion of a nuclear weapon or its consequences.
5. Loss caused by radioactive contamination.
6. Loss to tape decks or other sound reproducing equipment not permanently installed in a covered auto.
7. Loss to tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
8. Loss to any sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the auto manufacturer for the installation of a radio.

D. HOW WE WILL PAY FOR LOSSES — THE MOST

WE WILL PAY.

1. At our option we may:

- a. Pay for, repair or replace damaged or stolen property; or
- b. For theft, return the stolen property, at our expense. We will pay for any damage that results to the auto from the theft.

2. The most we will pay for loss is the smaller of the following amounts:

- a. The amount shown in ITEM FOUR, Schedule of Autos You Own, in the Declarations.
- b. The actual cash value of the damaged or stolen property at the time of loss.
- c. The cost of repairing or replacing the damaged or stolen property with other of like kind or quality.

3. For each covered auto, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to loss caused by fire or lightning.

E. GLASS BREAKAGE — HITTING A BIRD OR ANIMAL — FALLING OBJECTS OR MISSILES.

We will pay for glass breakage, loss caused by hitting a bird or animal or by falling objects or missiles under Comprehensive Coverage for the damaged covered auto. However, you have the option of having glass breakage caused by a covered auto's collision or overturn considered a loss under Collision Coverage.

PART VIII — CONDITIONS

The insurance provided by this policy is subject to the following conditions:

A. YOUR DUTIES AFTER ACCIDENT OR LOSS.

1. You must promptly notify us or our agent of any accident or loss. You must tell us how, when and where the accident or loss happened. You must assist in obtaining the names and addresses of any injured persons and witnesses.
2. Additionally, you and other involved insureds must:
 - a. Cooperate with us in the investigation, settlement or defense of any claim or suit. No insured shall, except at his or her own cost, voluntarily make any payment, assume any obligation or incur any expense.
 - b. Immediately send us copies of any notices or legal papers received in connection with the accident or loss.
 - c. Submit at our expense and as often as we require to physical examinations by physicians we select.
 - d. Authorize us to obtain medical reports and other pertinent medical information.
3. Additionally, to recover for loss to a covered auto or its equipment you must do the following:
 - a. Permit us to inspect and appraise the damaged property before its repair or disposition.
 - b. Do what is reasonably necessary after loss at our expense

to protect the covered auto from further loss.

- c. Submit a proof of loss when required by us.

d. Promptly notify the police if the covered auto or any of its equipment is stolen.

B. OTHER INSURANCE

1. For any covered auto you own this policy provides primary insurance. For any covered auto you don't own, the insurance provided by this policy is excess over any other collectible insurance. However, while a covered auto which is a trailer is connected to another vehicle the liability coverage this policy provides for the trailer:

- a. Is excess while it is connected to a motor vehicle you don't own.
- b. Is primary while it is connected to a covered auto you own.

2. When two or more policies cover on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the limit of our policy bears to the total of the limits of all the policies covering on the same basis.

C. OUR RIGHT TO RECOVER FROM OTHERS.

If we make any payment, we are entitled to recover what we paid from other parties. Any person to or for whom we make payment must transfer to us his or her rights of

recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

D. CANCELLING THIS POLICY DURING THE POLICY PERIOD.

1. You must cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.

2. We may cancel the policy by mailing you at least 10 days notice at your last address known by us. We may deliver any notice instead of mailing it. Proof of mailing of any notice will be sufficient proof of notice.

3. The effective date of cancellation stated in the notice shall become the end of the policy period.

4. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund, if any, will be computed in accordance with the customary short rate procedure. If we cancel, the refund, if any, will be computed pro rata.

E. LEGAL ACTION AGAINST US.

No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under LIABILITY INSURANCE, no legal action may be brought against us until we agree in writing that the insured has no obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization has any right under this policy to bring us into any action to determine the liability of the insured.

F. INSPECTION.

At our option we may inspect your property and operations at any time. These inspections are for our benefit only. By our right to inspect or by our making any inspection we make no representation that your property or operations are safe, not harmful to health or comply with any law, rule or regulation.

G. CHANGES.

This policy contains all the agreements between you and us. It terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium as of the effective date of change. If we revise this policy form to provide more coverage without additional premium charge your policy will automatically provide the additional coverage as of the date the revision is effective in your state.

H. TRANSFER OF YOUR INTEREST IN THIS POLICY.

Your rights and duties under this policy may not be assigned without our written consent.

I. NO BENEFIT TO BAILEE — PHYSICAL DAMAGE INSURANCE ONLY.

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this policy.

J. BANKRUPTCY.

Bankruptcy or insolvency of the insured shall not relieve us of any obligations under this policy.

K. APPRAISAL FOR PHYSICAL DAMAGE LOSSES.

1. If you and we fail to agree as to the amount of loss either may demand an appraisal of the loss. In such event, you and we shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately that actual cash value and the amount of loss, and, failing to agree, shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. You and we shall each pay the chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

2. We shall not be held to have waived any of our rights by any act relating to appraisal.

L. TWO OR MORE POLICIES ISSUED BY US.

If this policy and any other policy issued to you by us or any company affiliated with us apply to the same accident, the aggregate maximum limit of liability under all the policies shall not exceed the highest applicable limit of liability under any one policy. This condition does not apply to any policy issued by us or an affiliated company specifically to apply as excess insurance over this policy.

M. ESTIMATED ANNUAL PREMIUM.

The estimated annual premium for this policy is based on the exposures you told us you would have when this policy began.

We will compute your final premium due when we determine your actual exposures. The estimated annual premium will be credited against the final premium due and you will be billed for the balance, if any. If the estimated annual premium exceeds the final premium due you will get a refund. To determine your final premium due we may examine your records at any time during the period of coverage and up to three years afterward. If this policy is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies the provisions of this policy relating to all Medical Payments and Automobile Liability Insurance. It is agreed that:

1. This policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance

Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear

material or byproduct material;

"source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material

(a) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and

(b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste.

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basic, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"property damage" includes all forms of radioactive contamination of property.

IN WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary, but it shall not be binding upon us unless it is countersigned on the General Declarations page by one of our duly authorized agents.

SECRETARY

Jim Benedict

PRESIDENT

William H. Schmitt

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE — BASIC AUTOMOBILE LIABILITY INSURANCE

AMENDMENT OF DEFINITION OF "AUTOMOBILE BUSINESS" — CALIFORNIA

It is agreed that the definition of "automobile business" in this policy is deleted and replaced by the following:
"automobile business" means the business or occupation of selling, repairing, servicing, delivering, testing, road-testing, parking, or storing automobiles.

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

71-X

William H. Delmonico

PRESIDENT

100904-8-74

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**UNINSURED MOTORISTS INSURANCE — BODILY INJURY
(CALIFORNIA)**

A. WORDS AND PHRASES WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTORISTS INSURANCE — BODILY INJURY (CALIFORNIA):

1. "Family member" means your spouse, whether or not a resident of your household, and any other person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or trailer:
 - a. For which no liability bond or policy at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged, or
 - b. For which the sum of all liability bonds or policies at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged but their limits are less than the limit of this insurance, or
 - c. For which the insuring or bonding company denies coverage or refuses to admit coverage except conditionally or with reservation or becomes insolvent, or
 - d. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an insured, a covered auto or a vehicle an insured is occupying.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law.
- b. Owned by a governmental unit or agency.
- c. Designed for use mainly off public roads while not on public roads.

B. WE WILL PAY

1. We will pay all sums the insured is legally entitled to recover as damages from the

owner or driver of an uninsured motor vehicle. The damages must result from bodily injury sustained by the insured caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the uninsured motor vehicle.

2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered auto is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.
3. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

C. WE WILL NOT COVER — EXCLUSIONS

This insurance does not apply to:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability or similar law to the direct benefit of the United States, a state or its political subdivisions.
3. Bodily injury sustained by you or any family member while occupying or struck by any vehicle owned by you or any family member which is not a covered auto.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. WHO IS INSURED

1. You or any family member.
2. Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
3. Anyone for damages he is entitled to recover because of bodily injury sustained by another insured.

E. OUR LIMIT OF LIABILITY

1. Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the limit of UNINSURED MOTORISTS INSURANCE shown in the declarations.

2. Any loss payable under this insurance shall be reduced by:

- a. All sums paid or payable under any workers' compensation law exclusive of non-occupational disability benefits, and
- b. All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY INSURANCE.

F. CHANGES IN CONDITIONS

The Conditions of the policy are changed for UNINSURED MOTORISTS INSURANCE — BODILY INJURY (CALIFORNIA) as follows:

1. OTHER INSURANCE

- a. For bodily injury sustained by an insured while occupying an auto he does not own, UNINSURED MOTORISTS INSURANCE does not apply if the owner of the auto has uninsured motorists insurance.
- b. Except as provided in paragraph a, if an insured has other uninsured motorists insurance, the damages shall be deemed not to exceed the higher of the applicable limits of the respective coverages. We will pay only our share of these damages. Our share is the proportion that the limit of UNINSURED MOTORISTS INSURANCE bears to the total of the limits of all uninsured motorists insurance.

2. YOUR DUTIES AFTER ACCIDENT OR LOSS is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a suit is brought.

3. OUR RIGHT TO RECOVER FROM OTHERS is changed by adding the following:

If we make any payment and the insured recovers from another party, the insured shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. LEGAL ACTION AGAINST US is changed to read:

No legal action may be brought against us until there has been full compliance with all the terms of this policy nor unless within one year from the date of the accident:

- a. Suit for bodily injury has been filed against the uninsured motorist in a court of competent jurisdiction, or
- b. Agreement as to the amount due under this insurance has been concluded, or
- c. The insured has formally instituted legal proceedings.

5. The following Condition is added:

ARBITRATION

- a. If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or driver of an uninsured motor vehicle or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event the disagreement will be settled by a single neutral arbitrator. Each party will bear the expenses of the arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedures and evidence will apply. The decision of the arbitrator will be binding.

CA 01 43
(Ed. 10 84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN POLICY—CALIFORNIA

LIABILITY INSURANCE for a covered auto licensed or principally garaged in, or garage operations conducted in, California is changed as follows:

Any damages otherwise payable under LIABILITY INSURANCE to the owner or operator of an uninsured motor vehicle shall be reduced by all sums paid or payable to an insured under UNINSURED MOTORISTS INSURANCE—BODILY INJURY (CALIFORNIA) or UNINSURED MOTORISTS INSURANCE—PROPERTY DAMAGE (CALIFORNIA). This provision applies only if the claim of the insured and the claim of the owner or operator of the uninsured motor vehicle result from the same accident.

CA 01 43 (Ed. 10 84)

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SAMPLE

Drive Other Car Coverage - Broadened Coverage for Named Individuals CA 99 10 12 80

Policy Amendment Commercial Business Auto Coverage Form - Garage Coverage Form
Truckers' Coverage Form

Insured

Policy Number

Producer

Effective Date

Schedule

The insurance afforded because of the naming below of any individual is only with respect to such of the following coverages for which an X has been placed in the appropriate space:

Coverages

☐ Liability

☐ Auto
Medical Payments

☐ Uninsured
Motorist

☐ Comprehensive

☐ \$50 Deductible
Collision

Name of Individual

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

This endorsement changes only those coverages listed in the Declarations page. Each of those coverages is changed as follows:

who is a resident of the individual's household, including a ward or foster child.

A. Phrase with special meaning

In addition to WORDS AND PHRASES WITH SPECIAL MEANING in this policy, the following phrase has special meaning in this endorsement:

1. **Family member** means a person related to the individual named in the Declarations for this endorsement by blood, marriage or adoption

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

B. Changes in liability insurance

1. Any **auto** you don't own, hire or borrow is a covered **auto** for LIABILITY INSURANCE while being used by any individual named in the Declarations for this endorsement or by his or her spouse while a resident of the same household except:
 - a. Any **auto** owned by that individual or by any member of his or her household.

President

SAMPLE

- b. Any **auto** used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking **autos**.

2. The following is added to WHO IS INSURED:

Any individual named in the Declarations for this endorsement and his or her spouse, while a resident of the same household, are **insureds** while using any covered **auto** described in paragraph B.1. of this endorsement.

C. **Changes in auto medical payments and uninsured motorists insurance**

The following is added to WHO IS INSURED.

Any individual named in the Declarations for this endorsement and his or her **family members** are

insureds while **occupying**, or while a pedestrian when being struck by, any **auto** you don't own except:

Any **auto** owned by that individual or by any **family member**.

D. **Changes in physical damage insurance**

Any private passenger type **auto** you don't own, hire or borrow is a covered **auto** while in the care, custody or control of any individual named in the Declarations for this endorsement or his or her spouse while resident of the same household except:

1. Any **auto** owned by that individual or by any member of his or her household.
2. Any **auto** used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking **autos**.

SAMPLE

Loss Payable Clause - CA 99 19 01 78

Policy Amendment Commercial Business Auto Coverage Form - Garage Coverage Form

Truckers' Coverage Form

Insured

Policy Number

Producer

Effective Date

Schedule

Loss payee

Applicable to covered
Auto identified as

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

- A. We will pay you and the loss payee named in the Declarations for loss to a covered auto, as interest may appear.
- B. The insurance covers the interest of the loss payee unless the loss results from fraudulent acts of omissions on your part.
- C. We may cancel the policy as allowed by CANCELLING THIS POLICY DURING THE POLICY PERIOD. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.
- D. If we make any payment to the loss payee, we will obtain his rights against any other party.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

President

CA9919 1-78

SAMPLE

SAMPLE

Mexico Endorsement- 101609 11 82

Policy Amendment Commercial Business Auto Coverage Form - Garage Coverage Form
Truckers' Coverage Form

This policy is extended to apply while any covered **auto** is being operated in the Republic of Mexico for a period not exceeding ten days at any one time. It is agreed that such insurance as is provided by this policy only by reason of the terms of this paragraph shall be excess insurance over any other valid and collectible insurance available to you.

Warning

Unless you have automobile insurance written by a

Mexican insurance company, you may spend many hours or days in jail, if you have an **accident** in Mexico. Insurance coverage should be secured from a company licensed under the laws of Mexico to write such insurance in order to avoid complications and some other penalties possible under the laws of Mexico, including the possible impoundment of your **auto**.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

President

101609 11-82R

SAMPLE

ADDITIONAL INSURED — LESSOR
(CA 20 01 12 80)

INSURED	POLICY NUMBER
PRODUCER	EFFECTIVE DATE

INSURANCE COMPANY	POLICY NUMBER
EFFECTIVE DATE	EXPIRATION DATE
NAMED INSURED AND ADDRESS	
ADDITIONAL INSURED (LESSOR)	
DESIGNATION OR DESCRIPTION OF LEASED AUTOS	

This endorsement provides only those coverages for which an entry is shown by "X" in the applicable box.

COVERAGES	LIMITS OF LIABILITY	
	EACH PERSON	EACH ACCIDENT
<input type="checkbox"/> LIABILITY <input type="checkbox"/> COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY	XXXXXXXX	\$
<input type="checkbox"/> BODILY INJURY LIABILITY	\$	\$
<input type="checkbox"/> PROPERTY DAMAGE LIABILITY	XXXXXXXX	\$
<input type="checkbox"/> PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)	\$	
<input type="checkbox"/> COMBINED PHYSICAL DAMAGE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	
<input type="checkbox"/> COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	
<input type="checkbox"/> COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	
<input type="checkbox"/> SPECIFIED PERILS	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$ For Each Covered Auto	

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	COUNTERSIGNATURE OF AUTHORIZED AGENT <i>William A. Delmonico</i> PRESIDENT 10-X
---	---

A. PHRASE WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

"Leased auto" means an auto leased to you for one year or more, including any substitute, replacement or extra auto needed to meet seasonal or other needs, under a leasing agreement which requires you to provide direct primary insurance for the lessor.

- B.** Any leased auto designated or described in this endorsement will be considered a covered auto you own and not a covered auto you hire or borrow. For a covered auto which is a leased auto WHO IS INSURED is changed to include as an insured the lessor named in this endorsement. However, the lessor is an insured only for bodily injury or property damage resulting from the acts or omissions of:

1. You
2. Any of your employees or agents.
3. Any person, except the lessor or any employee or agent of the lessor, operating a leased auto with the permission of any of the above.

C. LOSS PAYABLE CLAUSE

1. We will pay you and the lessor named in this endorsement for loss to a leased auto, as interest may appear.
2. The insurance covers the interest of the lessor unless the loss results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his rights against any other party.

D. CANCELLATION

1. If we cancel the policy, we will mail notice to the lessor in accordance with CANCELLING THIS POLICY DURING THE POLICY PERIOD.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- E.** The lessor is not liable for payment of your premiums.

COMMERCIAL COVERAGE**CHANGE ENDORSEMENT****BASIC
COVERAGE:****GENERAL LIABILITY****TITLE:****ADDITIONAL INSURED
(VENDORS-BROAD FORM)****FORM
NO.:****105237 07 79 REV.**

IF THE FOLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

INSURED ANGELES CHEMICAL CO., INC., ETAL	POLICY NUMBER 2-49 MXC 550 46 56	SEQUENTIAL NO. 002
PRODUCER MAX BEHM & ASSOCIATES, INC.	EFFECTIVE DATE 2-15-85	

DECLARATIONS

THE PREMIUM FOR THIS POLICY AMENDMENT IS INCLUDED IN THE PREMIUM SHOWN ON THE GENERAL DECLARATIONS UNLESS A SPECIFIC AMOUNT IS SHOWN HERE:

☒ ADDITIONAL PREMIUM \$ ~~INCLUDED IN COMPOSITE~~ ☐ RETURN PREMIUM \$ _____
RATE

ADDING ABOVE FORM PER ATTACHED.

AMENDMENT

RECEIVED**4-1-85 KKK**

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	<i>William H. Schmitt</i> PRESIDENT 10XCL	COUNTERSIGNATURE OF AUTHORIZED AGENT
---	--	--------------------------------------

STOCK NO. 140519-11-82

PRODUCER COPY

MAR: 9. 2004_ 1:39PM FIREMANS FUND CLAIMS

NO 176 D 1

INSURED	POLICY NUMBER 2-49 MXC 550 46 56
PRODUCER	EFFECTIVE DATE

IT IS UNDERSTOOD AND AGREED THAT THE PREMIUM FOR THE COMPREHENSIVE GENERAL LIABILITY AND BUSINESS AUTO PORTION OF THIS POLICY FOR THE PERIOD OF 1-1-85 TO 1-1-86 SHALL BE DETERMINED BY APPLICATION OF THE FOLLOWING COMPOSITE RATE PER \$1,000. OF GROSS RECEIPTS AS DEFINED IN THE MANUAL OF LIABILITY INSURANCE.

ESTIMATED RECEIPTS \$15,000,000.
TOTAL DEPOSIT \$57,525.

		PREMIUMS	CODES
COMPOSITE RATE:	LIABILITY OBI:	.987	
	OPD:	.594	
AUTO LIABILITY	ABI & APD:	1.755	
	PHYSICAL DAMAGE:	.499	
		\$3.835	
		14,805.	324-70050
		8,910.	4592.
		26,325.	4592.
		7,485.	
		\$57,525.	

IT IS AGREED THE MINIMUM PREMIUM FOR THE COMPOSITE RATED PORTIONS OF THIS POLICY SHALL BE:

ANNUAL MINIMUM PREMIUM: \$43,144.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	<i>James J. Hennighan</i> PRESIDENT 10-X	COUNTERSIGNATURE OF AUTHORIZED AGENT
--	---	--------------------------------------

180001-1-85

POLICY NUMBER
2 49 MXC 80006534

PREV. POLICY NOS.
2 49 MXC 05504456

Coverage for policies
other than WORKERS'
COMPENSATION is provided
in the following company
FIREMAN'S FUND
INSURANCE COMPANY
NOVATO, CA 94998
A STOCK INSURANCE CO. (01)



GENERAL DECLARATIONS

"SUBJECT TO AUDIT"

COMMERCIAL GROUP NO. 161/

Named Insured and Mailing Address

ANGELES CHEMICAL CO., INC. & STALLION TANK LINES, INC.

P.O. BOX 2163 *See #012*
SANTA FE SPRINGS CA 90670

Producer Name and Address

MAX BEHM & ASSOCIATES, INC

The Named Insured is a(n) CORPORATION

Business or Operations of the Named Insured: INDUSTRIAL CHEMICALS-SALES

The insurance provided by this policy consists of the following coverage form(s). The premium may be subject to adjustment. In return for payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

**GENERAL LIABILITY COVERAGES
AUTOMOBILE INSURANCE COVERAGES**

Policy Period (For above coverage(s))

Policy Period is from 01-01-86 to 01-01-87 12:01 A.M., Standard Time
at the mailing address of the insured.

PREMIUM SUMMARY:

Estimated Annual Premium	\$88,819.00
Premium Due at Inception	\$88,819.00

LOCATION OF PREMISES

LCC.
001 8915 SORENSON AVENUE
SANTA FE SPRINGS CA 90670

DECLARATIONS CONTINUED ON PAGE 2

☐ INSURED'S COPY

☒ BRANCH COPY

POLICY NUMBER 2 49 MXC 80006534

Named Insured

ANGELES CHEMICAL CO. INC.

GENERAL DECLARATIONS continued



FORMS ATTACHED AT INCEPTION

GL0002 01-73	GL0019 07-78
GL0032 04-84	105161 09-83
CA0143 10-84	CA2154 07-84
CA9910 12-80	CA9919 01-78
100904 11-82	101609 11-82 REV
140583 11-81 REV	IL0018 10-84
140501 06-84	CA2001 12-80
GL2133 02-85	105244 08-80REV
141376 06-85	

Countersignature: _____

Producer: MAX BEHM & ASSOCIATES, INC

Date: 01-14-86

END OF GENERAL DECLARATIONS

☐ INSURED'S COPY

☒ BRANCH COPY

POLICY NUMBER
2 49 MXC 80041274

PREV. POLICY NOS.
2 49 MXC 80006534

Coverage for policies
other than WORKERS'
COMPENSATION is provided
in the following company
FIREMAN'S FUND
INSURANCE COMPANY
NOVATO, CA 94998
A STOCK INSURANCE CO. (01)



GENERAL DECLARATIONS

RISK ID. 161/

Named Insured and Mailing Address

ANGELES CHEMICAL CO., INC. & STALLION TANK LINES, INC.
BORTZ OIL COMPANY

P.O. BOX 2113
SANTA FE SPRINGS CA 90670

SUBJECT TO ADJUSTMENT

Producer Name and Address

W. BEHM & ASSOCIATES, INC

"SUBJECT TO AUDIT"

The Named Insured is a(n) CORPORATION

Business or Operations of the Named Insured: INDUSTRIAL CHEMICALS-SALES

The insurance provided by this policy consists of the following coverage
(form). The premium may be subject to adjustment. In return for payment of
the premium and subject to all the terms of this policy, we agree with you to
provide the insurance as stated in this policy.

GENERAL LIABILITY COVERAGES - CLAIMS-MADE
AUTOMOBILE INSURANCE COVERAGES

Policy Period (For above coverage(s))

Policy Period is from 01-01-87 to 01-01-88 12:01 A.M., Standard Time
at the mailing address of the insured.

PREMIUM SUMMARY:

Estimated Annual Premium	\$84,851.00
Premium Due at Inception	\$84,851.00

DECLARATIONS CONTINUED ON PAGE 2

POLICY NUMBER 2 49 MXC 80041274

Named Insured
ANGELES CHEMICAL CO. INC.

GENERAL DECLARATIONS continued

LOCATION OF PREMISES

LDC.	
001	8915 SONNISON AVENUE SANTA FE SPRINGS CA 90670
002	3150 E. PICO BLVD. LOS ANGELES CA 90023

FORMS ATTACHED AT INCEPTION

CG0002 02-86	CG0041 05-86
CG0300 11-85	CA0024 01-86
CA0025 01-86	CA0143 07-85
CA2154 07-85	CA9910 12-80
CA9919 01-78	100904 11-82
101609 11-82 REV	140583 11-81 REV
140501 11-85	CA2001 01-86
IL7001 02-86	350205 12-85

Countersignature:

Producer: MAX BEHM & ASSOCIATES, INC

Date: 02-03-87



END OF GENERAL DECLARATIONS

POLICY NUMBER
2 49 MXC 80096818

PREV. POLICY NOS.
2 49 MXC 80041274

Coverage for policies
other than WORKERS'
COMPENSATION is provided
in the following company
FIREMAN'S FUND
INSURANCE COMPANY
NOVATO, CA 94998
A STOCK INSURANCE CO. (01)



GENERAL DECLARATIONS

RISK ID. 161/

Named Insured and Mailing Address

ANGELES CHEMICAL CO., INC. & STALLION TANK LINES, INC.
BORTZ OIL COMPANY

P.O. BOX 2163
SANTA FE SPRINGS CA 90670

SUBJECT TO ADJUSTMENT

Producer Name and Address

MAX BEHM & ASSOCIATES, INC.

SUBJECT TO AUDIT

P. O. BOX 9005
VAN NUYS CA 91409

The Named Insured is a(n) CORPORATION

Business or Operations of the Named Insured: INDUSTRIAL CHEMICALS-SALES

The insurance provided by this policy consists of the following coverage form(s). The premium may be subject to adjustment. In return for payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

GENERAL LIABILITY COVERAGES - CLAIMS-MADE
AUTOMOBILE INSURANCE COVERAGES

Policy Period (For above coverage(s))

Policy Period is from 01-01-88 to 01-01-89 12:01 A.M., Standard Time
at the mailing address of the insured.

PREMIUM SUMMARY:

Estimated Annual Premium	\$79,315.73
Premium Due at Inception	\$79,315.73

DECLARATIONS CONTINUED ON PAGE 2

POLICY NUMBER 2 49 MXC 80096818

Named Insured

ANGELES CHEMICAL CO. INC.

GENERAL DECLARATIONS continued



LOCATION OF PREMISES

LOC.

001 8915 SORENSON AVENUE
SANTA FE SPRINGS CA 90670
002 3150 E. PICO BLVD.
LOS ANGELES CA 90023

FORMS ATTACHED AT INCEPTION

CA0001 01-87	CA0143 01-87
CA2001 01-86	CA2154 01-87
CA7003 01-87	CA7007 01-87
CA9903 01-87	CA9944 01-87
CG0002 02-86	CG0041 05-86
CG0300 11-85	CG2026 11-85
CG2026 11-85	IL0021 11-85
IL0270 03-87	IL7001 02-86
100904 11-82	101609 11-82 REV
140501 12-84	140832 11-82
350205 12-85	

Countersignature:

Producer: MAX BEHM & ASSOCIATES, INC.
P. O. BOX 9005

Date: 01-12-88 VAN NUYS

CA 91409

END OF GENERAL DECLARATIONS

POLICY NUMBER 2 49 MXX 80004633
PREV. POLICY NOS. 2 49 MXP 03585712

PORTFOLIO POLICY (R)

GENERAL DECLARATIONS

Coverage for sections
other than WORKMEN'S
COMPENSATION is provided
in the following Company:
FIREMAN'S FUND
INSURANCE COMPANY
SAN FRANCISCO, CA
A STOCK INSURANCE CO. (01)



LISTED
AREA SA

Named Insured and Mailing Address

ANGELES CHEMICAL CO., INC. &
STALLION TANK LINES, INC.

P.O. BOX 2163
SANTA FE SPRINGS CA 90670

The Named Insured is a(n) CORPORATION

Business or Operations of the Named Insured: INDUSTRIAL SOLVENT DISTRIBUTOR

Insurance is provided only under each coverage of this policy or the WORKMEN'S
COMPENSATION AND EMPLOYERS' LIABILITY POLICY listed below, subject otherwise to
all the terms and conditions of the General Provisions and of said Coverage(s)
or policy having reference thereto.

PROPERTY COVERAGES
CRIME COVERAGES

Policy Period (For above coverages)

INCEPTION DATE 01-01-84

EXPIRATION DATE 01-01-87

Beginning and Ending at 12:01 A.M., Standard Time
at the address of the insured

PREMIUM SUMMARY:

Estimated Annual Premium \$9,672.00
Premium Due at Inception \$9,672.00

This Policy may be subject to Premium Adjustment per Policy Terms.

LOCATIONS OF PREMISES--Applicable to Coverages specified in these Declarations
(Not applicable to WORKMEN'S COMPENSATION AND EMPLOYERS' LIABILITY POLICY)

LOC.		
001	8915 SORENSON AVE. SANTA FE SPRINGS	CA 90670
002	8915 SORENSON AVE. SANTA FE SPRINGS	CA 90670
003	8915 SORENSON AVE. SANTA FE SPRINGS	CA 90670

DECLARATIONS CONTINUED ON PAGE 2

☐ INSURED'S COPY

☒ BRANCH COPY

POLICY NUMBER 2 49 MXX 80004633
PORTFOLIO POLICY (R)
Named Insured
ANGELES CHEMICAL CO., INC.
GENERAL DECLARATIONS Continued

Coverage for sections
other than WORKMEN'S
COMPENSATION is provided
in the following Company:
FIREMAN'S FUND
INSURANCE COMPANY
SAN FRANCISCO, CA
A STOCK INSURANCE CO.(01)



FORMS ATTACHED AT INCEPTION

140381 10-74 REV 2	140413 07-79 REV
140507 11-79	140521 11-81 REV 2
140523 11-80 REV 2	141004 10-83
CR0001 10-58	CR0002 10-58
140568 11-81	140501 11-80 REV 2

Countersignature: _____
Producer: MAX BEHM & ASSOCIATES INC.

Date: 02-27-84

END OF GENERAL DECLARATIONS

☐ INSURED'S COPY

☒ BRANCH COPY

POLICY NUMBER
9 MYX 80204552

PREVIOUS POLICY NOS.
2 40 MYX 80004633

Coverage for sections
other than WORKERS'
COMPENSATION is provided
in the following Company:
FIREMAN'S FUND
INSURANCE COMPANY
NOVATO, CA 94998
A STOCK INSURANCE CO. (01)



RTFOLIO POLICY (R)
GENERAL DECLARATIONS

Risk ID. 161/

Named Insured and Mailing Address

ANGELES CHEMICAL CO., INC. &
STALLION TANK LINES, INC.

P.O. BOX 2163
SANTA FE SPRINGS CA 90670

Producer Name and Address

MAX BEHM & ASSOCIATES INC.

The Named Insured is a(n) CORPORATION

Business or Operations of the Named Insured: INDUSTRIAL SOLVENT DISTRIBUTOR

Insurance is provided only under each coverage of this policy or the WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY listed below, subject otherwise to all the terms and conditions of the General Provisions and of said Coverage(s) or policy having reference thereto.

PROPERTY COVERAGES
CRIME COVERAGES
INLAND MARINE COVERAGES

Policy Period (For above coverages):

INCEPTION DATE 01-01-87

EXPIRATION DATE 01-01-88

Beginning and Ending at 12:01 A.M., Standard Time
at the address of the insured

DECLARATIONS CONTINUED ON PAGE 2

POLICY NUMBER 2749 MXX 80204558

PORTFOLIO POLICY (R)

Named Insured

ANGELES CHEMICAL CO., INC.

GENERAL DECLARATIONS Continued



PREMIUM SUMMARY:

Estimated Annual Premium \$15,311.00
Premium Due at Inception \$15,311.00

This Policy may be subject to Premium Adjustment per Policy Terms.

LOCATIONS OF PREMISES---Applicable to Coverages specified in these Declarations
(Not applicable to WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY)

LOC.		
001	8915 SORENSON AVE. SANTA FE SPRINGS	CA 90670
002	8915 SORENSON AVE. SANTA FE SPRINGS	CA 90670
003	8915 SORENSON AVE. SANTA FE SPRINGS	CA 90670
004	3150 E. PICO BOULEVARD LOS ANGELES	CA 90023

FORMS ATTACHED AT INCEPTION

140381 10-74 REV 2	140413 06-84
140507 11-79 REV	140523 06-84
141006 11-85	141009 06-84
CR0001 10-58	CR0002 10-58
140568 11-81	135151 11-82
135153 11-82	140559 09-84
140866 02-86	141731 06-84
140501 11-85	135274 02-81
135275 02-81	135278 04-83
141032 01-86REV	141033 01-86

Countersignature:

Producer: MAX BEHM & ASSOCIATES INC.

Date: 03-26-87

END OF GENERAL DECLARATIONS

POLICY NUMBER
2 49 MXX 80272151

PREV. POLICY NOS.
2 49 MXX 80204558

Coverage for sections
other than WORKERS'
COMPENSATION is provided
in the following Company:
FIREMAN'S FUND
INSURANCE COMPANY
NOVATO, CA 94978
A STOCK INSURANCE CO. (01)



PORTFOLIO POLICY (R)

GENERAL DECLARATIONS

Risk ID. 1617

Named Insured and Mailing Address

ANGELES CHEMICAL CO., INC. &
STALLION TANK LINES, INC.

P.O. BOX 2163
SANTA FE SPRINGS CA 90670

Producer Name and Address

MAX BEHM & ASSOCIATES, INC.

P. O. BOX 9005
VAN NUYS CA 91409

The Named Insured is a(n) CORPORATION

Business or Operations of the Named Insured: INDUSTRIAL SOLVENT DISTRIBUTOR

Insurance is provided only under each coverage of this policy on the WORKERS'
COMPENSATION AND EMPLOYERS' LIABILITY POLICY listed below, subject otherwise to
all the terms and conditions of the General Provisions and of said Coverage(s)
on policy having reference thereto.

PROPERTY COVERAGES
CRIME COVERAGES
INLAND MARINE COVERAGES

Policy Period (For above coverages)

INCEPTION DATE 01-01-88

EXPIRATION DATE 01-01-89

Beginning and Ending at 12:01 A.M., Standard Time
at the address of the insured

DECLARATIONS CONTINUED ON PAGE 2

POLICY NUMBER 2 49 MOX 80272151

PORTFOLIO POLICY (CR)

Named Insured

ANGELES CHEMICAL CO., INC.

GENERAL DECLARATIONS Continued



PREMIUM SUMMARY:

Estimated Annual Premium \$13,997.59

Premium Due at Inception \$13,997.59

Includes CALIFORNIA Insolvency Assessment of \$132.25

This Policy may be subject to Premium Adjustment per Policy Terms.

LOCATIONS OF PREMISES--Applicable to Coverages specified in these Declarations
(Not Applicable to WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY)

LOC.

001	8915 SORENSON AVE. SANTA FE SPRINGS	CA 90670
002	8915 SORENSON AVE. SANTA FE SPRINGS	CA 90670
003	8915 SORENSON AVE. SANTA FE SPRINGS	CA 90670
004	3150 E. PICCO BOULEVARD LOS ANGELES	CA 90023

FORMS ATTACHED AT INCEPTION

CP0030 11-85	CP0090 11-85
CP0299 12-86	CR0001 10-58
CR0002 10-58	IL0270 03-87
135151 11-82	135152 11-82 REV
135153 11-82	135274 02-81
135275 07-83	135276 05-83REV
135278 04-83	140413 04-84
140501 12-86	140559 12-86
140568 11-81	140866 02-86
140869 09-87	141009 12-86
141035 12-86	141731 06-84
142000 12-86	

Countersignature:

Producer: MAX BEHN & ASSOCIATES, INC.

P. O. BOX 9005

Date: 01-25-88 VAN NUYS

CA 91409

END OF GENERAL DECLARATIONS

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

Angeles Chemical Company, Inc., a
California Corporation
8915 Sorensen Avenue
Santa Fe Springs, CA 90670

L. R. & B., a Joint Venture
8915 Sorensen Avenue
Santa Fe Springs, CA 90670

Mr. John G. Locke
20449 Rancho Los Cerritos
Covina, CA 91724

Mrs. Janyce B. Locke
20449 Rancho Los Cerritos
Covina, CA 91724

Mr. Robert O. Berg
93-A
Surfside, CA 90743

Mrs. Donna Berg
93-A
Surfside, CA 90743

Mr. Arnold Rosenthal
838 North Doheny Drive
West Hollywood, CA 90069

Mrs. Pearl Rosenthal
838 North Doheny Drive
West Hollywood, CA 90069

Docket No. I&S/E 92/93-012

IMMINENT OR SUBSTANTIAL
ENDANGERMENT ORDER;
PARTIAL CONSENT ORDER

Health and Safety Code
Section 25358.3(a)(1)

The State Department of Toxic Substances Control (Department) and Angeles Chemical Company, Inc., John G. Locke and the Estate of Janyce B. Locke (hereinafter referred to as Settling Respondents) enter into this Partial Consent Order (Consent Order) and agree as follows:

1. INTRODUCTION

On or about February 10, 1993 the Department issued an Imminent or Substantial Endangerment Order, Docket No. I&S/E 92/93-012 (I&S/E Order) to Settling Respondents and other responsible parties.

2. I&S/E ORDER

The I&S/E Order concerns the property located at the former Angeles Chemical Company, Inc. facility, 8915 Sorensen Avenue, Santa Fe Springs, California 90670, and the areal extent of contamination that resulted from activities on the property (Site). The I&S/E Order alleges that Settling Respondents are responsible persons at this Site and that there has been a release or threatened release of hazardous substances at the Site which may present an imminent or substantial endangerment to the public health or welfare or to the environment. The I&S/E Order also alleges that the Settling Respondents are responsible for taking response actions at the Site and for paying the costs incurred by the Department at the Site.

3. JURISDICTION

Jurisdiction exists pursuant to Health and Safety Code section 25358.3(a)(1).

4. SETTLEMENT OF DISPUTED CLAIMS

4.1 This Consent Order was negotiated and executed by the Department and Settling Respondents in good faith to avoid prolonged and complicated litigation and to further the public interest.

4.2 This Consent Order represents a fair, reasonable and equitable settlement of the matters addressed herein. For the purpose of this Consent Order, Settling Respondents admit none of the allegations of the I&S/E Order. Nothing in this Consent Order shall be construed as an admission by Settling Respondents of any violation of law, or of any issue of law or fact, and except as specifically provided for herein, nothing in this Consent Order shall prejudice, waive, or impair any right, remedy, or defense that Settling Respondents may have in this or in any other or further legal proceeding.

5. HEARING WAIVER

Settling Respondents waive any right to a hearing on this Consent Order.

6. SETTLEMENT

6.1 Settling Respondents have submitted financial statements and other financial information to the Department concerning Settling Respondents' financial ability. Based on the Department's review of this financial information, the Department agrees to enter into this settlement as provided herein. Settling Respondents agree to pay to the Department, and shall be liable for, the total sum of \$150,000.00, for the Department's past response costs incurred at the Site. The settlement sum shall be paid by Settling Respondents to the Department in one installment and received by the Department on or prior to thirty (30) days after the operative date of this Consent Order.

6.2 Settling Respondents shall pay the amount set forth in Paragraph 6.1 above by cashiers check made out to the California Department of Toxic Substances Control and identified with the docket number of this case and Site Code No. 300301. Payment shall be mailed to:

Department of Toxic Substances Control
Cashier, Hazardous Substance Account
P.O. Box 806
Sacramento, CA 95812-0806

A copy of the check(s) shall be mailed to:

Department of Toxic Substances Control
Office of Legal Counsel
Attn: Richard Sherwood, Assistant Chief Counsel ..
P.O. Box 806
Sacramento, CA 95812-0806

7. COVENANT NOT TO SUE

7.1 In consideration of the payment that will be made by Settling Respondents under the terms of this Consent Order and subject to Paragraph 8 (Department's Reservation of Rights), the Department covenants not to sue or to take any other further civil or administrative action (collectively "Covenant Not to Sue") against Angeles Chemical Company, Inc., Mr. John G. Locke, the Estate of Janyce B. Locke, Pearl Rosenthal, Arnold Rosenthal, Robert Berg and Donna Berg for "Matters Addressed." "Matters Addressed" shall mean any and all civil liability for reimbursement of all or any portion of the Department's past "response costs," as that term is used in the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§9601 et seq.) (CERCLA) and defined in 42 U.S.C. section 9601(25) and in the

Carpenter-Presley-Tanner Hazardous Substance Account Act (Health & Saf. Code §§ 25300 et seq.), with regard to releases or threatened releases of hazardous substances at, about or from the Site as alleged in the I&SE Order. "Past response costs" means response costs that were incurred by the Department at the Site on or before November 30, 2009.

7.2 This Covenant Not to Sue extends only to Angeles Chemical Company, Inc., Mr. John G. Locke, the Estate of Janyce B. Locke, , Pearl Rosenthal, Arnold Rosenthal, Robert Berg and Donna Berg and does not extend to any other person. This Covenant Not to Sue is conditioned upon the satisfactory performance by Settling Respondents of their obligations under this Consent Order and shall not take effect until Settling Respondents have made the payment to the Department required in Paragraph 6.1 of this Consent Order.

7.3 Settling Respondents covenant not to sue, and agree not to assert any claims or causes of action against the Department, or its contractors or employees, for "Matters Addressed."

8. DEPARTMENT'S RESERVATION OF RIGHTS

8.1 The Covenant Not to Sue set forth in Paragraph 7 above does not pertain to the following matters, which the Department reserves, and this Consent Order is without prejudice to all rights and claims of the Department against Settling Respondents with respect to the following:

- (a) failure of Settling Respondents to meet all the requirements of this Consent Order, including but not limited to making timely payment under Paragraph 6.1;

- (b) damage to natural resources, as defined in Section 101(6) of CERCLA, 42 U.S.C. section 9601(6), including all costs incurred by any natural resources trustees;
- (c) criminal liability;
- (d) any response costs incurred by the Department at the Site after November 30, 2009.

8.2 Except as expressly provided in this Consent Order, nothing in this Consent Order is intended nor shall it be construed to preclude the Department from exercising its authority under any law, statute or regulation. Furthermore, nothing in this Consent Order is intended, nor shall it be construed, to preclude any other state agency, department, board or entity or any federal entity from exercising its authority under any law, statute or regulation.

8.3 Notwithstanding any other provision in this Consent Order, the Department reserves all its rights against Settling Respondents, including but not limited to the right to declare this Consent Order null and void, and to institute any action against Settling Respondents if the financial statements or financial information provided to the Department by Settling Respondents are false, misleading, contain fraudulent statements, or are incomplete in any material respect.

9. CONTRIBUTION PROTECTION

9.1 Nothing in this Consent Order shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Order. Each of the parties to this Consent Order expressly reserves all rights (including, but not limited to, any right to contribution, indemnification and/or reimbursement), defenses, claims, remedies, demands, and causes of action which each party may have with

respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto. However, the amounts paid by Settling Respondents to the Department as required in Paragraph 6.1 shall reduce the potential liability of other responsible parties for the past response costs incurred by the Department at the Site by the amount received by the Department.

9.2 By this Consent Order, Settling Respondents have resolved their liability to the Department for the Department's past response costs at the Site and it is the intent of the parties that Settling Respondents not be liable for claims or actions regarding the "Matters Addressed" including all actions and claims for contribution, indemnity, cost recovery and/or requests for apportionment of liability. Settling Respondents are entitled to protection from actions and claims as provided by CERCLA section 113(f)(2), 42 U.S.C. section 9613(f)(2), for "Matters Addressed" (as defined hereinabove).

9.3 The protection provided for in Paragraph 9.2 , and the Covenant not to Sue as noted in Paragraph 7.2, shall not take effect until the Effective Date. The Effective Date shall be determined by the date on which the Department is in receipt of the payment required by this Consent Order.

10. NO WAIVER OF RIGHT TO ENFORCE

The failure of the Department to enforce any provision of this Consent Order shall in no way be deemed a waiver of such provision, or in any way affect the validity of this Consent Order. The failure of the Department to enforce any such

provision shall not preclude it from later enforcing the same or any other provision of this Consent Order.

11. MODIFICATION OF CONSENT ORDER

This Consent Order may be modified upon the written approval of the parties hereto.

12. APPLICATION OF CONSENT ORDER

This Consent Order shall apply to and be binding upon the Department and upon Settling Respondents and their directors, officers, owners, principals, employees and agents and the successors or assigns of any of them.

13. ATTORNEYS' FEES AND COSTS

Each party to this Consent Order shall bear its own costs and attorneys' fees. This paragraph shall have no effect on the Department's or Settling Respondents' rights to recover these costs and fees from any other party.

14. AUTHORITY TO ENTER

Each signatory to this Consent Order certifies that he or she is fully authorized by the party he or she represents to enter into this Consent Order, to execute it on behalf of the party represented and legally to bind that party.

15. INTEGRATION

This Consent Order constitutes the entire agreement between the parties and may not be amended, supplemented, or modified, except as provided in this Consent Order.

16. NOTICES

Any notice required or given pursuant to this Consent Order shall be provided by first class mail, postage prepaid, to the following addresses:

If to the Department:
Department of Toxic Substances Control
Attn: S. Steven Hariri
Senior Hazardous Substances Engineer
Brownfields and Environmental Restoration Program
5796 Corporate Avenue
Cypress, CA 90630

With a copy to:
Department of Toxic Substances Control
Office of Legal Counsel
Attn: Richard Sherwood, Assistant Chief Counsel
P.O. Box 806
Sacramento, CA 95812-0806

If to Respondent:

Mr. John G. Locke
20449 Rancho Los Cerritos
Covina, CA 91724

With a copy to:
Mr. Jeffery L. Caufield
Caufield & James, LLP
2851 Camino Del Rio South, Suite 410
San Diego, California 92108

17. OPERATIVE DATE and PERFORMANCE DEADLINE

The operative date of this Consent Order is the date it is signed by the Department, thereby binding Settling Respondents to perform the obligations set forth in this Consent Order. However, as noted above, the Covenant not to Sue and

Contribution Protection provided by this Consent Order shall not take effect until Settling Respondents have made the payment required under Paragraph 6 of this Consent Order which shall be made on or prior to thirty (30) days after the operative date of this Consent Order.

IT IS SO AGREED.

Dated: 12-07-89 John G. Locke
Angeles Chemical Company, Inc.

By:
Dated: 12-07-89 John G. Locke
John G. Locke

Dated: 12-07-89 John G. Locke
Estate of Janyce B. Locke
By:

Dated: Jan. 20, 2010



Department of Toxic Substances Control
By: Mr. John Scandura
Performance Manager
Brownfields and Environmental
Restoration Program

SINGER, TRAYNOR & SCHOLEFIELD
CERTIFIED PUBLIC ACCOUNTANTS
6055 E. Washington Blvd., Ste 545
Los Angeles, CA 90040

November 20, 2009

Angeles Chemical Co., Inc.
8915 Sorensen Ave.
Santa Fe Springs, CA 90670

The accompanying balance sheet of Angeles Chemical Co., Inc. as of April 30, 2009, and the related statement of income and retained earnings for the year then ended, have been compiled by us in accordance with Statement on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of a financial statement information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements, they might influence the user's conclusion about the Company's financial position and results of operations. Accordingly, these financial statements are not designed for the who are not informed about such matter.

Singer, Traynor & Scholefield
Singer, Traynor & Scholefield
Certified Public Accountants

ANGELES CHEMICAL CO., INC.

INDEX

1. Accountant's Compilation Report
2. Balance Sheet
3. Statement of Income and Retained Earnings

ANGELES CHEMICAL CO., INC.

APRIL 30, 2009

ANGELES CHEMICAL CO., INC.**BALANCE SHEET****April 30, 2009****ASSETS****CURRENT ASSETS**

Cash

Prepaid Income Taxes

Due from Shareholder

TOTAL CURRENT ASSETS**FIXED ASSETS** (at Cost)

Trucks & Autos

Less: Accumulated Depreciation

BOOK VALUE**TOTAL ASSETS****LIABILITIES AND SHAREHOLDER'S EQUITY****CURRENT LIABILITIES**

Accrued Liabilities

TOTAL CURRENT LIABILITIES**SHAREHOLDER'S EQUITY**

Common Stock, \$0.10 Par Value; 1,000,000 Shares Authorized;

54,065 Shares Issued & Outstanding

Retained Earning

TOTAL SHAREHOLDER'S EQUITY**TOTAL LIABILITIES & SHAREHOLDER'S EQUITY**

Other Confidential

SEE ACCOUNTANTS COMPILATION REPORT

ANGELES CHEMICAL CO., INC.
STATEMENT OF INCOME AND RETAINED EARNINGS
For the Year Ended April 30, 2009

INCOME

Other Income

Interest Income

TOTAL INCOME**EXPENSES**

Plant Expense

Taxes & Licenses

Bank Charges

Interest

Professional Fees

Penalties

TOTAL EXPENSES**INCOME BEFORE TAXES**

Provision for Income Taxes

NET INCOME TO RETAINED EARNINGS**RETAINED EARNINGS (DEFICIT) - BEGINNING****RETAINED EARNINGS - ENDING**

Other Confidential

SEE ACCOUNTANTS COMPILATION REPORT

SINGER, TRAYNOR & SCHOLEFIELD
CERTIFIED PUBLIC ACCOUNTANTS
6055 E. Washington Blvd., Ste 545
Los Angeles, CA 90040

July 1, 2011

AN INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

Angeles Chemical Co., Inc.
8915 Sorensen Ave.
Santa Fe Springs, CA 90670

We have compiled the accompanying balance sheet of Angeles Chemical Co., Inc. as of April 30, 2011 and the related statement of income and retained earnings for the year then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the principles generally accepted in the United States of America for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with the Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there is no material modification that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures and the statement of cash flow required by accounting principles generally accepted in the United States. If the omitted disclosures and the statement of cash flow were included in the financial statements, they might influence the user's conclusions about the Company's financial position and results of operations. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Singer, Traynor & Scholefield
Singer, Traynor & Scholefield
Certified Public Accountants

ANGELES CHEMICAL CO., INC.

INDEX

1. Accountant's Compilation Report
2. Balance Sheet
3. Statement of Income and Retained Earnings

ANGELES CHEMICAL CO., INC.

APRIL 30, 2011

ANGELES CHEMICAL CO., INC.**BALANCE SHEET****April 30, 2011****ASSETS****CURRENT ASSETS**

Cash

Investment - Marketable Securities

Prepaid Income Taxes

TOTAL CURRENT ASSETS**FIXED ASSETS (at Cost)**

Trucks & Autos

Less: Accumulated Depreciation

BOOK VALUE**TOTAL ASSETS****LIABILITIES AND SHAREHOLDER'S EQUITY****CURRENT LIABILITIES**

Due to Shareholder

Accrued Liabilities

TOTAL CURRENT LIABILITIES**SHAREHOLDER'S EQUITY**

Common Stock, \$0.10 Par Value; 1,000,000 Shares Authorized;

54,065 Shares Issued & Outstanding

Retained Earning

TOTAL SHAREHOLDER'S EQUITY**TOTAL LIABILITIES & SHAREHOLDER'S EQUITY**

Other Confidential

SEE INDEPENDENT ACCOUNTANTS COMPILATION REPORT

Questions 4-5 – Angeles Chemical000009

ANGELES CHEMICAL CO., INC.
STATEMENT OF INCOME AND RETAINED EARNINGS
For the Year Ended April 30, 2011

INCOME

Other Income
Interest Income
Gain on Sale of Securities
Dividend Income

TOTAL INCOME**EXPENSES**

Officer Compensation
Payroll Taxes
Taxes & Licenses
Bank Charges
Consulting
Depreciation
Interest
Office Supplies
Professional Fees

TOTAL EXPENSES**INCOME BEFORE TAXES**

Provision for Income Taxes

NET INCOME TO RETAINED EARNINGS**RETAINED EARNINGS - BEGINNING****RETAINED EARNINGS - ENDING**

Other Confidential



SEE INDEPENDENT ACCOUNTANTS COMPILATION REPORT